

EXHIBIT 2

1
2 UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

3 ----- X

4 AMY MILLER,

Plaintiff,

No.

vs.

1:20-CV-

01390

7 LEVI & KORSINSKY, LLP,

EDUARD KORSINSKY and

8 JOSEPH LEVI,

9 Defendants.

----- X

10
11 January 24, 2022

12 10:13 a.m.

13
14
15 Deposition of AMY MILLER, ESQ.,
16 held via Zoom at the Law offices of
17 Maduegbuna Cooper LLP, 30 Wall Street, New
18 York, New York 10005, pursuant to
19 Notice, before Theresa Tramondo, AOS, CLR,
20 a Notary Public of the State of New York.

21
22
23 Reported by:

24 THERESA TRAMONDO, AOS, CLR

25 JOB NO. NY5040237

| | |
|---|--|
| <p style="text-align: right;">Page 38</p> <p>1 Miller</p> <p>2 discussions among counsel, but you don't</p> <p>3 always know who's out there. Because in 220</p> <p>4 investigations, which is typical for</p> <p>5 derivatives cases, before you file in --</p> <p>6 probably anywhere, but especially if you're</p> <p>7 doing a Delaware corporation derivatives</p> <p>8 suit, you know, sometimes the defendants</p> <p>9 will tell you who else has made 220 demands,</p> <p>10 and they will ask you specifically to work</p> <p>11 with the other counsel. Sometimes</p> <p>12 defendants don't do that and they play the</p> <p>13 counsel against each other and they won't</p> <p>14 tell you who's out there. You know, so it</p> <p>15 just depends on the situation.</p> <p>16 Q. And are there any types of</p> <p>17 formal arrangements like to cooperate or</p> <p>18 share information among plaintiffs law firms</p> <p>19 where there are multiple plaintiffs?</p> <p>20 A. It can happen, and it cannot</p> <p>21 happen.</p> <p>22 Q. So you've seen both types of</p> <p>23 situations where it has happened and where</p> <p>24 it hasn't happened?</p> <p>25 A. Absolutely.</p> | <p style="text-align: right;">Page 40</p> <p>1 Miller</p> <p>2 Q. Discussions with whom?</p> <p>3 A. Among the plaintiffs' counsel,</p> <p>4 if they have had discussions. Usually if</p> <p>5 there's a fee, people are talking about how</p> <p>6 they're going to split up the fee, whether</p> <p>7 you're in the litigation or not.</p> <p>8 Here's a good example. When I</p> <p>9 was at BLBG, we would constantly file</p> <p>10 meritorious cases that we would litigate and</p> <p>11 then a firm like L&K would file a case</p> <p>12 outside of the jurisdiction that we were</p> <p>13 filing and litigating hard. And they would,</p> <p>14 you know, just do nothing. And then once we</p> <p>15 would get a settlement, they would say --</p> <p>16 they would threaten to object to the</p> <p>17 settlement, you know, create problems,</p> <p>18 unless they got some sort of fee. So</p> <p>19 basically, you know, that's how it works</p> <p>20 some ways.</p> <p>21 Q. So you say people talk. We know</p> <p>22 that, but what -- is this an arrangement</p> <p>23 among the law firms, or is it something that</p> <p>24 comes down from the Court or from a mediator</p> <p>25 or from opposing counsel? How is it</p> |
| <p style="text-align: right;">Page 39</p> <p>1 Miller</p> <p>2 Q. Good. Okay. If you're</p> <p>3 representing a plaintiff in a derivatives</p> <p>4 lawsuit, how -- what's the arrangement for</p> <p>5 the payment of the law firm's fees?</p> <p>6 A. It depends on the client, but</p> <p>7 all of the firm's fees would be contingent,</p> <p>8 and you don't get paid unless you are</p> <p>9 successful. And being successful could be a</p> <p>10 Court decision, it could be a settlement or</p> <p>11 it could be, you know, you've negotiated</p> <p>12 something while you're doing a 220</p> <p>13 investigation and they make changes and you</p> <p>14 get paid on that.</p> <p>15 Q. And if there are multiple</p> <p>16 plaintiffs, is it typical that they settle</p> <p>17 at the same time with a common agreement?</p> <p>18 A. It all depends on the case.</p> <p>19 I've seen it happen different ways.</p> <p>20 Q. Okay. And when multiple</p> <p>21 plaintiffs agree to settle together, how is</p> <p>22 the fee allocated to the various contingent</p> <p>23 plaintiffs' counsel?</p> <p>24 A. It all depends on the case and</p> <p>25 what discussions have happened.</p> | <p style="text-align: right;">Page 41</p> <p>1 Miller</p> <p>2 arranged?</p> <p>3 A. It depends on the situation.</p> <p>4 I'm never going to tell you that, you know,</p> <p>5 it's arranged X, Y, Z, because it always</p> <p>6 depends on the situation and who's involved.</p> <p>7 When I say who and the</p> <p>8 situation, what I mean is which law firms,</p> <p>9 which clients, because everything has to do</p> <p>10 with what client you have for a particular</p> <p>11 case, and what law firm you're working at</p> <p>12 and what other cases and what other people</p> <p>13 are involved. I mean, it's the dynamic of</p> <p>14 the case that creates how things are</p> <p>15 handled.</p> <p>16 Q. And is it on occasion, or is it</p> <p>17 even maybe even common, to see that there</p> <p>18 will be a settlement with a certain sum</p> <p>19 designated for attorney's fees that the law</p> <p>20 firms simply have to allocate among</p> <p>21 themselves?</p> <p>22 A. Do you have a specific example</p> <p>23 that you're trying to go for? I don't</p> <p>24 understand where we're going. I've answered</p> <p>25 your questions. I feel like you're just</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 46</p> <p>1 Miller</p> <p>2 Q. Okay. And we'll move much more</p> <p>3 quickly and we'll not need to invoke the</p> <p>4 Court's intervention if you just try to</p> <p>5 restrict your answers to the questions I</p> <p>6 ask.</p> <p>7 Now, and sometimes apart from a</p> <p>8 positive result, there can be something</p> <p>9 where you realize that the case shouldn't go</p> <p>10 forward, isn't that right, and you just stop</p> <p>11 litigating it; is that fair to say?</p> <p>12 A. Well, I don't think you could</p> <p>13 just stop litigating a case if it was filed</p> <p>14 in court and you had gotten over a motion to</p> <p>15 dismiss. I'm not exactly sure what you're</p> <p>16 asking.</p> <p>17 Q. Well, but are there -- I mean,</p> <p>18 for instance, somebody might make a Rule 68</p> <p>19 offer of judgment and you might -- have you</p> <p>20 ever seen that in your practice?</p> <p>21 MR. MADUEGBUNA: Objection.</p> <p>22 A. No.</p> <p>23 Q. Okay. Well, back on May 15,</p> <p>24 2018 wasn't there a case where some news was</p> <p>25 announced and the case was killed; do you</p> | <p style="text-align: right;">Page 48</p> <p>1 Miller</p> <p>2 killed my case and then a few days later,</p> <p>3 things could have changed and the case was</p> <p>4 revived. So, you know, yes, news comes out</p> <p>5 and kills a case sometimes, but then other</p> <p>6 news comes out and changes your mind. So I</p> <p>7 don't know what specifically you're talking</p> <p>8 about, but, you know, yes, news can come out</p> <p>9 and kill a derivative case. You can get 220</p> <p>10 documents that show that your client doesn't</p> <p>11 have a basis to bring a case. Of course,</p> <p>12 not every case is going to be successful.</p> <p>13 I mean, that's -- we're working on a</p> <p>14 contingency basis. You don't think every</p> <p>15 case is going to be successful. And the</p> <p>16 cases that are successful usually, you want</p> <p>17 to get more than your lodestar. You know,</p> <p>18 that's a big issue for plaintiff's attorneys</p> <p>19 in my field at least.</p> <p>20 Q. What do you mean by "lodestar"?</p> <p>21 A. "Lodestar" is the way that you</p> <p>22 track the amount of time that your firm has</p> <p>23 billed in a case. So then when hopefully</p> <p>24 you're successful and you're asking for a</p> <p>25 fee, you can go to the Court and you can</p> |
| <p style="text-align: right;">Page 47</p> <p>1 Miller</p> <p>2 remember that?</p> <p>3 A. No.</p> <p>4 Q. One of your cases?</p> <p>5 A. No.</p> <p>6 Q. You don't remember writing to</p> <p>7 your friend Kristin Davidson about that?</p> <p>8 A. I have no idea. If you want to</p> <p>9 put the document in front of me and refresh</p> <p>10 my recollection, please do that, but I'm not</p> <p>11 going to guess.</p> <p>12 Q. Okay. But you have -- right now</p> <p>13 you have no recollection of communicating</p> <p>14 with Kristin Davidson about news being</p> <p>15 announced on a Sunday night that killed a</p> <p>16 case you had been working on?</p> <p>17 A. I mean, I think -- I don't want</p> <p>18 to guess, but the timing -- and I don't</p> <p>19 think -- I would really like to see the</p> <p>20 document so I could put this in context to</p> <p>21 what case, but sometimes news comes out and</p> <p>22 you think it has an effect on your case, and</p> <p>23 then more news comes out and it has a</p> <p>24 different effect on your case. So, you</p> <p>25 know, I could have said something like it</p> | <p style="text-align: right;">Page 49</p> <p>1 Miller</p> <p>2 say, hey, I'm entitled to XYZ fee because I</p> <p>3 created this great result, and if you look</p> <p>4 at my lodestar, it's -- you know, I billed</p> <p>5 this amount of time, but because it was</p> <p>6 contingency based, I should get, you know,</p> <p>7 more than my lodestar is typically what</p> <p>8 plaintiffs' attorneys say.</p> <p>9 Q. And this is just a yes or no</p> <p>10 answer. During the time that you worked at</p> <p>11 Levi & Korsinsky, did any of the cases on</p> <p>12 which you worked have a significant fee</p> <p>13 recovery?</p> <p>14 A. Yes.</p> <p>15 Q. Name them. Just the name. I</p> <p>16 don't want history. I don't need anything</p> <p>17 else. I just want the names of the cases.</p> <p>18 MR. MADUEGBUNA: Counsel, you</p> <p>19 can't direct the witness how to</p> <p>20 answer.</p> <p>21 Just answer the way you feel is</p> <p>22 appropriate, Amy.</p> <p>23 MR. ROBERTS: This is a specific</p> <p>24 question and we'll be going to the</p> <p>25 Court if we persist in getting --</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 50</p> <p>1 Miller</p> <p>2 MR. MADUEGBUNA: That's fine.</p> <p>3 MR. ROBERTS: -- monologues that</p> <p>4 the plaintiff wants to give, or</p> <p>5 frankly speaking objections.</p> <p>6 MR. MADUEGBUNA: That is not</p> <p>7 speaking objections. You're making</p> <p>8 the pronouncements. Allow her to</p> <p>9 answer the question the way she feels</p> <p>10 is appropriate to answer the question.</p> <p>11 That's all I'm saying.</p> <p>12 Q. Name the cases, if you would,</p> <p>13 please. Name the cases, if you would,</p> <p>14 please.</p> <p>15 A. Okay, what I considered a</p> <p>16 significant recovery was more than a million</p> <p>17 dollars, and I had Fox News that paid more</p> <p>18 than a million dollars when I was there.</p> <p>19 If we're going to go by significant, I'm</p> <p>20 putting it over a million dollars in a fee.</p> <p>21 Q. And that's the only case?</p> <p>22 A. I had opportunities to bring in</p> <p>23 millions of dollars in my Patriot National</p> <p>24 case, but Ed sabotaged me because I had made</p> <p>25 a request to get paid like Don and Nick.</p> | <p style="text-align: right;">Page 52</p> <p>1 Miller</p> <p>2 objection.</p> <p>3 A. Not that I could remember right</p> <p>4 now, but...</p> <p>5 Q. And as an attorney, an</p> <p>6 experienced attorney for some 20 years or</p> <p>7 more, you understand the concept of client</p> <p>8 confidentiality, don't you?</p> <p>9 A. Yes.</p> <p>10 Q. And what do you understand by</p> <p>11 the obligations of client confidentiality?</p> <p>12 A. You're supposed to keep your</p> <p>13 client's confidences confident --</p> <p>14 confidential, sorry.</p> <p>15 Q. Is it just your own client's</p> <p>16 confidences or things that you also learned</p> <p>17 in the course of the litigation or in</p> <p>18 settlement discussions?</p> <p>19 MR. MADUEGBUNA: Objection.</p> <p>20 A. I mean, just in general, you're</p> <p>21 supposed to keep your client's confidential</p> <p>22 information confidential.</p> <p>23 Q. And you understand -- what do</p> <p>24 you understand as the source of those</p> <p>25 principles or tenets of client</p> |
| <p style="text-align: right;">Page 51</p> <p>1 Miller</p> <p>2 And I've now seen the e-mails that they sent</p> <p>3 on the day that I made that request and how</p> <p>4 they were -- they couldn't believe that I</p> <p>5 made it, even though Ed had told me that we</p> <p>6 were going to put my partnership terms in</p> <p>7 writing in December of 2017. And at that</p> <p>8 point I had had a significant fee come in,</p> <p>9 the Fox News fee, which was, you know, more</p> <p>10 than a million dollars, and so I felt that</p> <p>11 it was time to talk about my partnership</p> <p>12 terms and to put them in writing.</p> <p>13 Q. Okay. Please confine yourself</p> <p>14 to the questions, and we can have the</p> <p>15 questions read back if you have a problem</p> <p>16 with that.</p> <p>17 Have you engaged in any personal</p> <p>18 litigations, besides matters for businesses</p> <p>19 you own with Joe Miller, that's to say, 491</p> <p>20 Sixth Avenue condo, Third Street</p> <p>21 Cornerstone? Other than those businesses --</p> <p>22 other than the businesses, 491 Sixth Avenue</p> <p>23 condo, Third Street Cornerstone, have you</p> <p>24 had any personal litigation experience?</p> <p>25 MR. MADUEGBUNA: Note my</p> | <p style="text-align: right;">Page 53</p> <p>1 Miller</p> <p>2 confidentiality?</p> <p>3 MR. MADUEGBUNA: Objection.</p> <p>4 A. They're ethical rules.</p> <p>5 Q. And in the law firms you've</p> <p>6 worked with, have they had confidentiality</p> <p>7 policies?</p> <p>8 A. I'm sure they did. I don't</p> <p>9 specifically remember them.</p> <p>10 Q. And do you remember that Levi &</p> <p>11 Korsinsky had client confidentiality</p> <p>12 provisions?</p> <p>13 A. Yes. Every -- I mean, it's a</p> <p>14 general ethical thing.</p> <p>15 Q. And in addition to those</p> <p>16 policies for confidentiality, Levi &</p> <p>17 Korsinsky also had policies concerning</p> <p>18 personal misconduct, right?</p> <p>19 A. They had a handbook. I don't</p> <p>20 remember exactly everything in the handbook,</p> <p>21 but they certainly had a handbook that I</p> <p>22 read and I signed. And they had provisions</p> <p>23 about how you're supposed to behave.</p> <p>24 Q. Right. And in addition to</p> <p>25 personal conduct there were provisions for</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 58</p> <p>1 Miller</p> <p>2 Q. Good. And when do you think</p> <p>3 that treatment less favorable to you than to</p> <p>4 them started?</p> <p>5 A. Specifically I believe it</p> <p>6 started when -- like, I felt different</p> <p>7 treatments start once I had asked to be paid</p> <p>8 similarly to Don and Nick, which happened</p> <p>9 on, I think, like May 16, 2018 because I</p> <p>10 believe it was Ed's birthday and I had been</p> <p>11 talking to Svetlana and even Shannon about</p> <p>12 getting paid like Don and Nick because they</p> <p>13 both thought that I deserved to be paid like</p> <p>14 Don and Nick because I was doing similar</p> <p>15 work to them. I was running cases, you</p> <p>16 know, doing all the hard stuff. I was</p> <p>17 working on very complex cases as well.</p> <p>18 So it began when I got -- when I</p> <p>19 asked to be paid equally to them. And I</p> <p>20 made that decision to go to Ed because the</p> <p>21 Fox News case had paid a significant fee of</p> <p>22 over a million dollars. And when I had been</p> <p>23 promoted to partner in December 2017, I had</p> <p>24 a discussion with Ed and he said that we</p> <p>25 would put the terms of my partnership</p> | <p style="text-align: right;">Page 60</p> <p>1 Miller</p> <p>2 based on, you know, my future at the firm</p> <p>3 and what I believed that partners were</p> <p>4 getting paid. Because Ed also told me that</p> <p>5 his partners made a whole lot more than</p> <p>6 250,000, which he said a lot of partners</p> <p>7 like Nick and Don had a base salary of 250,</p> <p>8 I had a salary of 285, because that's what I</p> <p>9 was making at Grant & Eisenhofer, which was</p> <p>10 a more prestigious plaintiffs' firm than</p> <p>11 L&K. And, you know, so it was really</p> <p>12 important to me that I would be able to</p> <p>13 start earning fees from my cases as soon as</p> <p>14 they started paying money in 2018 because I</p> <p>15 was becoming a partner and I had been</p> <p>16 promoted, so Ed said we would put the terms</p> <p>17 of my partnership in writing.</p> <p>18 He also told me that, you know,</p> <p>19 when Nick first came on -- or he said that</p> <p>20 he didn't let Nick starve when he hadn't</p> <p>21 reached the terms of his partnership</p> <p>22 agreement. I've now looked at, you know,</p> <p>23 the documents and it appears what Ed was</p> <p>24 really saying was even when Nick's cases</p> <p>25 didn't get paid -- make any money, they</p> |
| <p style="text-align: right;">Page 59</p> <p>1 Miller</p> <p>2 agreement in writing when my cases started</p> <p>3 to pay some fees in 2018.</p> <p>4 I had a general knowledge of,</p> <p>5 you know, what it looked like to put some</p> <p>6 terms in writing, because in 2011, when I</p> <p>7 was an associate still at Bernstein</p> <p>8 Litowitz, I had interviewed at L&K and they</p> <p>9 had made me an offer to come in as of</p> <p>10 counsel, and I was going to be earning</p> <p>11 commissions based on, you know, my cases at</p> <p>12 that point.</p> <p>13 So when I got the offer back in</p> <p>14 August of 2016, Ed specifically told me that</p> <p>15 he wasn't going to give me the same terms,</p> <p>16 but when I got promoted to partner, you</p> <p>17 know, then I would be able to earn</p> <p>18 commissions off of my fees. That's now</p> <p>19 going back to the December 2017 meeting. Ed</p> <p>20 specifically told me that I would be able to</p> <p>21 get fees from my cases if they paid before</p> <p>22 the end of the year because that was</p> <p>23 something that was really important for me</p> <p>24 to know, because I was given a \$30,000</p> <p>25 bonus, which I thought was a little bit low,</p> | <p style="text-align: right;">Page 61</p> <p>1 Miller</p> <p>2 still paid Nick like hundreds of thousands</p> <p>3 of dollars in bonuses. So that's what I now</p> <p>4 interpret, you know, Ed's comment of not</p> <p>5 letting Nick starve when his cases weren't</p> <p>6 making money meant.</p> <p>7 So that was pretty much, you</p> <p>8 know -- so I had this expectation that I was</p> <p>9 going to start earning fees from my cases,</p> <p>10 just like Don and Nick, based on my multiple</p> <p>11 conversations with Ed and based on the offer</p> <p>12 that I had gotten in 2011 when I was only an</p> <p>13 associate.</p> <p>14 Q. Okay. So you got an offer</p> <p>15 letter in 2011 and that offer letter said</p> <p>16 that you would be eligible for discretionary</p> <p>17 performance-based bonuses up to 10 percent</p> <p>18 of the net annual legal fees generated to</p> <p>19 the firm above \$2,500,000 for all cases on</p> <p>20 which you are assigned primary</p> <p>21 responsibility; is that right, that's what</p> <p>22 the offer was to you?</p> <p>23 A. Yes. And I found that</p> <p>24 unacceptable even as an associate at BLBG.</p> <p>25 I told my headhunter I would never accept</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 62</p> <p>1 Miller</p> <p>2 that kind of a threshold. I thought it was</p> <p>3 too high for the quality of work that I was</p> <p>4 going to be doing. And then Svetlana told</p> <p>5 me that Don and Nick didn't have any</p> <p>6 threshold that they had to make, that they</p> <p>7 just got commissions when their cases paid</p> <p>8 fees. So she told me not to worry about a</p> <p>9 threshold, because that isn't how Don and</p> <p>10 Nick were treated. And that's exactly what</p> <p>11 it looks like from the documents that L&K</p> <p>12 produced that I looked at.</p> <p>13 Q. In 2011 are you -- what was the</p> <p>14 reason you declined the offer? It</p> <p>15 sounds you didn't -- the terms, are you</p> <p>16 saying, were unacceptable or --</p> <p>17 A. There were many reasons why I --</p> <p>18 Q. You became --</p> <p>19 A. Excuse me?</p> <p>20 Q. You became pregnant; isn't it a</p> <p>21 fact that you were pregnant and you didn't</p> <p>22 want to take the offer in 2011 because you</p> <p>23 were pregnant?</p> <p>24 MR. MADUEGBUNA: Objection.</p> <p>25 Please allow the witness to answer.</p> | <p style="text-align: right;">Page 64</p> <p>1 Miller</p> <p>2 the leadership motion.</p> <p>3 So it really was disturbing to</p> <p>4 me that they didn't have any institutional</p> <p>5 clients because I didn't think you could</p> <p>6 really be successful in the complex cases</p> <p>7 that I was doing without institutional</p> <p>8 clients.</p> <p>9 And then the other reason was I</p> <p>10 had worked very hard at BLBG to change their</p> <p>11 maternity leave policies. They had a</p> <p>12 very -- you know, it was not comparable to</p> <p>13 what the big firms had where I had come from</p> <p>14 and other female associates had come from,</p> <p>15 these big defense firms that were giving</p> <p>16 their female attorneys 20 weeks of maternity</p> <p>17 leave. So we worked very hard at BLBG to</p> <p>18 change the maternity leave policy to</p> <p>19 20 weeks. I talked to Ed about what his</p> <p>20 policy was. It was not 20 weeks. They said</p> <p>21 there was no way they could offer me</p> <p>22 20 weeks. So I decided that I would stay at</p> <p>23 BLBG because that, you know, it didn't even</p> <p>24 make sense to even get into the compensation</p> <p>25 because I was pregnant and I wanted my</p> |
| <p style="text-align: right;">Page 63</p> <p>1 Miller</p> <p>2 A. As I said, there were many</p> <p>3 reasons that I didn't take the offer.</p> <p>4 Basically a headhunter contacted me in 2011</p> <p>5 to go and interview at L&K. Mark Kelley</p> <p>6 said horrible things about L&K and, you</p> <p>7 know, I was interested to see if -- you</p> <p>8 know, what Mark was saying was really true.</p> <p>9 I was interested to see what they thought I</p> <p>10 was worth, because I had had a partner that</p> <p>11 I worked at Cadwalader, who had told me it's</p> <p>12 always good to find out what your worth is</p> <p>13 if a headhunter calls you.</p> <p>14 So, you know, I wanted to go see</p> <p>15 what these people were about, you know, so I</p> <p>16 met with them. They obviously thought I was</p> <p>17 very impressive and wanted to give me, you</p> <p>18 know, an offer -- they did give me an offer.</p> <p>19 One of the key things that I</p> <p>20 didn't like about L&K back in 2011 was they</p> <p>21 were really against institutional clients</p> <p>22 for cases and I thought that really didn't</p> <p>23 make sense because there were some, you</p> <p>24 know, cases where it's great to have an</p> <p>25 institutional client and that's going to win</p> | <p style="text-align: right;">Page 65</p> <p>1 Miller</p> <p>2 20 weeks of maternity leave. And then I got</p> <p>3 promoted to senior counsel at BLBG, so I --</p> <p>4 Q. So then in 2016 you initiated</p> <p>5 outreach to Levi & Korsinsky to see if you</p> <p>6 could get a job there, right?</p> <p>7 A. Yes, that is correct. And I</p> <p>8 thought they would hire me, since they had</p> <p>9 already given me an offer.</p> <p>10 Q. And you actually, instead of</p> <p>11 receiving an offer letter from them, you</p> <p>12 actually wrote the terms by which you would</p> <p>13 be employed starting in 2016, didn't you?</p> <p>14 MR. MADUEGBUNA: Objection to</p> <p>15 form.</p> <p>16 A. I thought that was -- I thought</p> <p>17 that was really odd, but Svetlana had me</p> <p>18 write the terms in an e-mail, and then she</p> <p>19 later told me that she thought it was really</p> <p>20 important for me to do that because she</p> <p>21 hadn't written the terms of her employment</p> <p>22 when she got hired, and then she said that</p> <p>23 L&K didn't stick to them once she started</p> <p>24 working for them, so she was really trying</p> <p>25 to protect me, because Ed told me he wasn't</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 66</p> <p>1 Miller</p> <p>2 going to give me the formal offer letter</p> <p>3 like he had done in 2011, so Svetlana was</p> <p>4 trying to protect me to make sure that the</p> <p>5 terms of what L&K were offering were</p> <p>6 actually fulfilled when they hired me</p> <p>7 because she knew that they had not done that</p> <p>8 with her.</p> <p>9 Q. Svetlana was an office manager;</p> <p>10 is that your understanding, or did she have</p> <p>11 some other position?</p> <p>12 MR. MADUEGBUNA: Objection.</p> <p>13 A. Svetlana seemed to run the</p> <p>14 office. She was in charge of the</p> <p>15 paralegals. She was in charge of pay. She</p> <p>16 seemed to do a lot of things. Whatever Ed</p> <p>17 and Joe wanted her to do for the office, it</p> <p>18 seemed like she did it.</p> <p>19 Q. She wasn't a lawyer, was she?</p> <p>20 A. No, not that I'm aware of.</p> <p>21 Q. Never represented a client, did</p> <p>22 she?</p> <p>23 A. I don't think so. She was just</p> <p>24 in charge of getting us paid and our</p> <p>25 benefits and things like that.</p> | <p style="text-align: right;">Page 68</p> <p>1 Miller</p> <p>2 recollection now, though, right?</p> <p>3 A. Not specifically.</p> <p>4 Q. So when you were hired in 2016</p> <p>5 at 285, was that because that's what the</p> <p>6 firm intended paying you or what you asked</p> <p>7 them to change so that you would receive the</p> <p>8 285? Had they initially offered you 285, or</p> <p>9 did you bargain for that?</p> <p>10 A. I did not bargain for that. Ed</p> <p>11 called me in to make the offer to me, which</p> <p>12 I thought was strange, because he had me</p> <p>13 come to his office, but I guess I thought,</p> <p>14 you know, he was trying to be personable.</p> <p>15 But he told me specifically that he was not</p> <p>16 going to give me, you know, the same type of</p> <p>17 terms where I could earn commissions from my</p> <p>18 cases immediately. And he said once I made</p> <p>19 partner, that that would be part of the</p> <p>20 partnership, that I would be able to earn</p> <p>21 the fees from my commissions -- I mean,</p> <p>22 fees, you know, commissions from my fees.</p> <p>23 So he was very specific about that.</p> <p>24 We also talked about, you know,</p> <p>25 where I would be able to work, because that</p> |
| <p style="text-align: right;">Page 67</p> <p>1 Miller</p> <p>2 Q. She was an administrator, right?</p> <p>3 MR. MADUEGBUNA: Objection.</p> <p>4 A. I don't know how she was termed.</p> <p>5 All I know is she worked at the office and</p> <p>6 she was not an attorney, to my knowledge.</p> <p>7 Q. Good. Now, when you were hired</p> <p>8 in 2016, you knew that your pay was higher</p> <p>9 than the base that partners were paid,</p> <p>10 right?</p> <p>11 MR. MADUEGBUNA: Objection.</p> <p>12 A. I didn't know the terms of every</p> <p>13 partner, so I did not know if the terms were</p> <p>14 higher than other partners. I knew</p> <p>15 generally Ed told me that partners made 250</p> <p>16 in base salary, but he was willing to pay</p> <p>17 285 for me. And, you know, my base salary</p> <p>18 when I was at Cadwalader was substantially</p> <p>19 similar to that, so it wasn't that --</p> <p>20 Q. And on July 6, 2016 you wrote to</p> <p>21 your brother Alan and said I'm going to get</p> <p>22 paid more than partners, didn't you?</p> <p>23 A. I have no idea. You'd have to</p> <p>24 put that in front of me.</p> <p>25 Q. You don't have any current</p> | <p style="text-align: right;">Page 69</p> <p>1 Miller</p> <p>2 was very important to me that I would be</p> <p>3 able to have a good life balance. And Ed</p> <p>4 specifically said to me, I don't care if</p> <p>5 you're working on the beach as long as your</p> <p>6 work gets done. So that was really like</p> <p>7 encouraging to me because I felt like as</p> <p>8 long as I was getting my work done, which I</p> <p>9 knew I could get my work done wherever I had</p> <p>10 to do my work, you know, that was really</p> <p>11 comforting to me, and that was one of the</p> <p>12 major reasons that I decided to take the job</p> <p>13 at L&K, because it had been an issue at</p> <p>14 other firms where, you know, I would never</p> <p>15 know when I would be able to come home. So</p> <p>16 that was definitely something that I was</p> <p>17 very focused on with L&K. And because Ed</p> <p>18 gave me the assurances that I could work</p> <p>19 wherever I wanted as long as I, you know,</p> <p>20 stayed in touch with the team and got my</p> <p>21 work done, you know, that was something that</p> <p>22 was significant to me.</p> <p>23 So -- and he also told me that I</p> <p>24 would have six resources to work with and</p> <p>25 that I would be running the New York</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 70</p> <p>1 Miller</p> <p>2 derivatives department, and that was</p> <p>3 exciting to me to be able to have an</p> <p>4 opportunity where I was going to be the head</p> <p>5 of a department. You know, I was going to</p> <p>6 get the opportunity to do arguments in big</p> <p>7 cases, where I had been at, you know, these</p> <p>8 firms that were very prestigious, so you had</p> <p>9 all these top level partners who would want</p> <p>10 to do the arguments. I got to do some</p> <p>11 arguments, but there was no way, you know,</p> <p>12 if Mark wanted to do or Stuart wanted to do</p> <p>13 an argument, you know, they were the heads</p> <p>14 of the department, so they got to do it. So</p> <p>15 it was exciting to be the head of the</p> <p>16 department and getting to, you know, take my</p> <p>17 skills to the next level.</p> <p>18 Q. And we'll move much faster and</p> <p>19 won't have to go to the Court for more time,</p> <p>20 please, if you confine your answers to the</p> <p>21 questions that are asked.</p> <p>22 (Defendants' Exhibit 10, two</p> <p>23 pages, e-mail exchange between</p> <p>24 Amy Miller, Eduard Korsinsky and</p> <p>25 Joseph Levi, dated 7/6/2016, Re: Amy</p> | <p style="text-align: right;">Page 72</p> <p>1 Miller</p> <p>2 earning fees or commissions off of their</p> <p>3 cases. So she told me that I shouldn't have</p> <p>4 to have any threshold either because my work</p> <p>5 was comparable to Nick and Don's.</p> <p>6 Q. And you also represented to</p> <p>7 Wells Fargo that you didn't -- that the only</p> <p>8 thing you had about your employment terms</p> <p>9 starting in 2016 was this document, right,</p> <p>10 you wrote that to Wells Fargo on</p> <p>11 November 1st, 2016, didn't you?</p> <p>12 A. Wells Fargo?</p> <p>13 MR. MADUEGBUNA: Objection.</p> <p>14 A. I don't know what you're talking</p> <p>15 about.</p> <p>16 Q. You don't remember writing to</p> <p>17 Wells Fargo about a loan or a financing and</p> <p>18 they asked for your employment agreement and</p> <p>19 you said all I've got are these e-mails?</p> <p>20 A. I have no specific recollection</p> <p>21 of that. I have refinanced things so many</p> <p>22 times because of not getting paid what I was</p> <p>23 supposed to get paid at L&K based on the</p> <p>24 representations that they made to me and</p> <p>25 their unfair treatment of me, so I don't</p> |
| <p style="text-align: right;">Page 71</p> <p>1 Miller</p> <p>2 Miller, Bates stamp PLF ESI 0000358</p> <p>3 and '359, marked for identification,</p> <p>4 as of this date.)</p> <p>5 Q. Take a look at Exhibit 10, if</p> <p>6 you would, please.</p> <p>7 A. Okay.</p> <p>8 Q. Do you recognize that as your</p> <p>9 e-mail to Mr. Korsinsky and Mr. Levi?</p> <p>10 A. Yes.</p> <p>11 Q. About the terms of your</p> <p>12 employment?</p> <p>13 A. Yes.</p> <p>14 Q. And that is the document that</p> <p>15 captures the terms of your employment that</p> <p>16 started in 2016, right?</p> <p>17 A. Yes, these were the terms when I</p> <p>18 was hired as "of counsel," and I expected</p> <p>19 that there would be different terms once I</p> <p>20 got promoted to partner. And I accepted</p> <p>21 those terms to be somewhat consistent with</p> <p>22 what I was offered in 2011, but I was</p> <p>23 uncomfortable with the threshold. And then</p> <p>24 I talked to Svetlana and I found out that</p> <p>25 Nick and Don didn't have any threshold for</p> | <p style="text-align: right;">Page 73</p> <p>1 Miller</p> <p>2 specifically remember that. If you want to</p> <p>3 pull up the e-mail, you can refresh my</p> <p>4 recollection.</p> <p>5 Q. Now, do you remember writing to</p> <p>6 Cristina Scatigno and telling her how much</p> <p>7 you loved the new firm and everyone is nice</p> <p>8 and supportive?</p> <p>9 A. Please tell me what date,</p> <p>10 because everyone was very nice and</p> <p>11 supportive until May 16, 2018 when I asked</p> <p>12 to get paid exactly like Don and Nick, to</p> <p>13 put my partnership terms in writing as Ed</p> <p>14 represented to me in December 2017 we would</p> <p>15 do after my cases started paying fees.</p> <p>16 Q. Now, are there any female</p> <p>17 attorneys who you think were treated more</p> <p>18 favorably than you at Levi & Korsinsky?</p> <p>19 A. I didn't know the terms of other</p> <p>20 female attorneys specifically except for</p> <p>21 Shannon, and Shannon had told me that she</p> <p>22 had asked to be paid like Don and Nick and</p> <p>23 she was told no. And she -- you know, she</p> <p>24 told me that she thought that my work was</p> <p>25 certainly comparable to Don and Nick and</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 74</p> <p>1 Miller</p> <p>2 that I should be getting paid commissions,</p> <p>3 and she told me to push for them.</p> <p>4 Q. Now, when you filed your</p> <p>5 complaint on February 18, 2020, what</p> <p>6 specifics did you have about the</p> <p>7 profitability of the work that Don and Nick</p> <p>8 were doing?</p> <p>9 A. I did not have specifics, but I</p> <p>10 generally knew what cases and the types of</p> <p>11 cases that they were working on and the</p> <p>12 types of fees, and I knew that the types of</p> <p>13 fees in cases that I was working on at L&K</p> <p>14 were comparable to what they were working</p> <p>15 on.</p> <p>16 I mean, for example, Don, he was</p> <p>17 working on basically like meritless M&A</p> <p>18 cases that were paying a couple hundred</p> <p>19 thousand dollars if he could get a</p> <p>20 settlement, you know, or a -- what were they</p> <p>21 called -- a mootness fee, because, you know,</p> <p>22 you couldn't bring those cases in Delaware</p> <p>23 anymore after L&K got some bad decisions</p> <p>24 about how disclosure-only cases were not</p> <p>25 acceptable. I think Don was involved in, I</p> | <p style="text-align: right;">Page 76</p> <p>1 Miller</p> <p>2 that are contingency-based? I'm asking you</p> <p>3 for the specifics. You're making serious</p> <p>4 allegations, so I'm asking what specific</p> <p>5 information do you have that brings you to</p> <p>6 say these things about the firm?</p> <p>7 MR. MADUEGBUNA: Objection.</p> <p>8 A. I think I've already answered</p> <p>9 that, but in addition, the specifics that I</p> <p>10 had was Svetlana, who was in charge of</p> <p>11 paying payroll and giving these people their</p> <p>12 commissions, she knew exactly what the fees</p> <p>13 were and what was coming in, and she told me</p> <p>14 that I should be paid like Don and Nick</p> <p>15 because my cases were comparable to that.</p> <p>16 And I know you're going to say, well, she</p> <p>17 wasn't an attorney, but she was the person</p> <p>18 who was paying the payroll. You also had</p> <p>19 Ed, who told me that I should be paid like</p> <p>20 these people. So I had an expectation, and</p> <p>21 my work was certainly comparable to them.</p> <p>22 Nobody ever complained about my work</p> <p>23 product. My work product was outstanding.</p> <p>24 Q. But you started in 2016. What</p> <p>25 do you know about the fees that Don</p> |
| <p style="text-align: right;">Page 75</p> <p>1 Miller</p> <p>2 think, Aruba, which, you know, the whole</p> <p>3 plaintiffs bar was talking about how L&K was</p> <p>4 like ruining the practice area for M&A</p> <p>5 cases. So Don certainly wasn't, to my</p> <p>6 knowledge, bringing in huge fees on his M&A</p> <p>7 cases.</p> <p>8 I think Nick, he was doing</p> <p>9 securities cases, but -- and I think he had</p> <p>10 started to build his docket, so, you know,</p> <p>11 but his securities cases were not huge</p> <p>12 securities cases. I mean, when I was at</p> <p>13 BLBG we worked on -- you know, they had the</p> <p>14 billion dollar settlement in Bank of</p> <p>15 America. Like, I think Nick's were more</p> <p>16 like, you know, a couple million they were</p> <p>17 settling for, and then he'd maybe get like</p> <p>18 you know, a couple million. That's what my</p> <p>19 big cases were doing.</p> <p>20 Q. But you're making serious</p> <p>21 allegations in your complaint, and my</p> <p>22 question to you is: What specifics are you</p> <p>23 relying on about your economics, Don's</p> <p>24 economics, Nick's economics and the firm's</p> <p>25 out-of-pocket costs for derivatives cases</p> | <p style="text-align: right;">Page 77</p> <p>1 Miller</p> <p>2 generated in 2016 and the costs of getting</p> <p>3 to those fees?</p> <p>4 A. I don't think that's relevant to</p> <p>5 my claims.</p> <p>6 Q. No, no, no. But it's relevant</p> <p>7 because it's my question to you. I said</p> <p>8 what did you know about -- would you like to</p> <p>9 have the question read back? Do you have</p> <p>10 any question about my question?</p> <p>11 A. I think what you asked me --</p> <p>12 I've asked you -- you slightly changed the</p> <p>13 question --</p> <p>14 Q. My question is do you know,</p> <p>15 because you made a serious allegation. For</p> <p>16 2016 what do you know about the fees</p> <p>17 generated by Don and the costs associated</p> <p>18 with those fees --</p> <p>19 MR. MADUEGBUNA: Objection.</p> <p>20 Q. -- if anything? And if you know</p> <p>21 nothing, you may say you know nothing.</p> <p>22 MR. MADUEGBUNA: Objection,</p> <p>23 Counsel.</p> <p>24 A. When are we -- I mean, I knew</p> <p>25 that Don was making a couple hundred</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 78</p> <p>1 Miller</p> <p>2 thousand dollars on his M cases for whenever</p> <p>3 he was bringing them. He certainly wasn't,</p> <p>4 you know, bringing cases that were making</p> <p>5 hundreds of millions of dollars for the</p> <p>6 firm. You know, he was comparable to me, so</p> <p>7 was Nick.</p> <p>8 Q. What is the source of</p> <p>9 information for you to make that statement</p> <p>10 orally to us?</p> <p>11 MR. MADUEGBUNA: Objection.</p> <p>12 A. Well, I mean, things were</p> <p>13 public. I mean, some of the stuff was</p> <p>14 publicly available information. Like, you</p> <p>15 would see like articles about things getting</p> <p>16 paid, and you knew -- you knew what cases</p> <p>17 were paid. I don't understand, you know,</p> <p>18 where you're coming from.</p> <p>19 Q. The amount of money that Levi &</p> <p>20 Korsinsky paid to attorneys working on a</p> <p>21 case, that's not public information, is it?</p> <p>22 MR. MADUEGBUNA: Objection.</p> <p>23 A. It could be if the Court ordered</p> <p>24 it to be public.</p> <p>25 Q. But it's not. It's not public</p> | <p style="text-align: right;">Page 80</p> <p>1 Miller</p> <p>2 I was not aware of the exact specifics. You</p> <p>3 know, I didn't look at -- in 2016 at L&K's</p> <p>4 books and records. They were not shared</p> <p>5 with me.</p> <p>6 Q. And you don't know the answer</p> <p>7 for 2017 or '18 or '19, do you?</p> <p>8 MR. MADUEGBUNA: Objection.</p> <p>9 A. Not specifically.</p> <p>10 Q. And you don't know the amount of</p> <p>11 fees that were generated based on those</p> <p>12 cases?</p> <p>13 MR. MADUEGBUNA: Objection.</p> <p>14 A. All I know is that Shannon and</p> <p>15 Svetlana told me that I should be treated</p> <p>16 equally to Don and Nick in my payment, and I</p> <p>17 know that Ed told me that we were going to</p> <p>18 put the terms of my partnership agreement</p> <p>19 into writing and that I was going to be paid</p> <p>20 commissions on those fees, and that Svetlana</p> <p>21 told me that Don and Nick had no threshold</p> <p>22 for making commissions on their fees. And I</p> <p>23 was building a docket that was similar to</p> <p>24 Don and Nick's. You know, I expected to be</p> <p>25 paid like Don and Nick because I was doing</p> |
| <p style="text-align: right;">Page 79</p> <p>1 Miller</p> <p>2 information, is it?</p> <p>3 MR. MADUEGBUNA: Objection.</p> <p>4 A. I don't know if it's public or</p> <p>5 not.</p> <p>6 Q. Okay. But as a member of the</p> <p>7 public you haven't seen it, right?</p> <p>8 A. Haven't seen what?</p> <p>9 Q. The amount of money Levi &</p> <p>10 Korsinsky paid on cases that you or Don or</p> <p>11 Nick or anybody else in the firm worked on.</p> <p>12 A. Like the specific fees?</p> <p>13 Q. The amount of money paid to</p> <p>14 attorneys working on the cases.</p> <p>15 A. Well, I mean, I think I was sent</p> <p>16 information about that by Arthur, but I</p> <p>17 don't recall any of the specifics.</p> <p>18 Q. For your cases or everybody's</p> <p>19 cases?</p> <p>20 A. I think he sent me everyone.</p> <p>21 Q. Okay. You don't know what the</p> <p>22 payroll expenses associated with Don's cases</p> <p>23 in 2016 were, do you?</p> <p>24 MR. MADUEGBUNA: Objection.</p> <p>25 A. I don't have any specifics. No,</p> | <p style="text-align: right;">Page 81</p> <p>1 Miller</p> <p>2 work like Don and Nick and I was developing</p> <p>3 similar cases.</p> <p>4 Q. So the answer to that question</p> <p>5 is no, you don't know; is that right?</p> <p>6 That's the answer, is no; is that right?</p> <p>7 MR. MADUEGBUNA: Objection.</p> <p>8 A. L&K did not specifically share</p> <p>9 that information with me.</p> <p>10 Q. Good. And with respect to the</p> <p>11 fees that correspond to the expenses -- the</p> <p>12 payroll expenses, the salaries, the taxes,</p> <p>13 the health insurance, the overhead for the</p> <p>14 office, the cost of running the offices, the</p> <p>15 office administrators, the rent, the</p> <p>16 marketing, the technology, you have no idea,</p> <p>17 do you, how those costs were related to the</p> <p>18 cases that Don was responsible for; is that</p> <p>19 right?</p> <p>20 MR. MADUEGBUNA: Objection.</p> <p>21 Q. Is that right?</p> <p>22 A. I mean, I had some talks with</p> <p>23 Svetlana about how that worked before I made</p> <p>24 my proposal to Ed, because she was saying</p> <p>25 that, you know, Shannon had like the</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 82</p> <p>1 Miller</p> <p>2 Connecticut office and there were certain</p> <p>3 costs. I mean, we were definitely talking</p> <p>4 about stuff like that, but she said that</p> <p>5 that stuff didn't matter for me making my</p> <p>6 proposal, that, you know, just go in and get</p> <p>7 your compensation fixed and then, you know,</p> <p>8 you can look at, you know, how things are</p> <p>9 making money. And that makes sense to me</p> <p>10 based on the documents that I've seen that</p> <p>11 L&K produced because it looks like even when</p> <p>12 Nick's cases weren't making money, he was</p> <p>13 still, you know -- they just gave him</p> <p>14 bonuses, even if he wasn't earning</p> <p>15 commissions, you know, so.</p> <p>16 Q. And you don't know anything</p> <p>17 about Nick's experience of having very, very</p> <p>18 profitable years and perhaps years that were</p> <p>19 not as profitable, do you? You really don't</p> <p>20 know the answer to that, do you?</p> <p>21 MR. MADUEGBUNA: Objection.</p> <p>22 A. No. But the thing is you expect</p> <p>23 to have profitable years and you expect to</p> <p>24 have unprofitable years. You expect that</p> <p>25 you're going to be working for a firm that</p> | <p style="text-align: right;">Page 84</p> <p>1 Miller</p> <p>2 were really, you know, kind of like -- I</p> <p>3 guess I had termed it "equity," but what I</p> <p>4 meant was you were going to get paid your</p> <p>5 commissions on your case because as Ed and</p> <p>6 Nick -- I mean, Ed explained to me, this was</p> <p>7 not a firm where everyone just shared in the</p> <p>8 profits, you only shared in the profits of</p> <p>9 your cases. So it was particularly</p> <p>10 important to be able to, let's say, settle</p> <p>11 your cases and not have Ed sabotage the</p> <p>12 settlement of cases so he wouldn't have to</p> <p>13 pay you fees because he knew that you were</p> <p>14 asking to be paid fees like Don and Nick.</p> <p>15 Q. Did -- now, did Ed want to make</p> <p>16 the Fox case more profitable for Levi &</p> <p>17 Korsinsky than you did?</p> <p>18 A. I think I was the one who wanted</p> <p>19 to make --</p> <p>20 MR. MADUEGBUNA: Objection to</p> <p>21 form.</p> <p>22 A. -- Fox most profitable.</p> <p>23 Q. That's a yes or no.</p> <p>24 A. When I first proposed, that was</p> <p>25 a case that I was really into. What?</p> |
| <p style="text-align: right;">Page 83</p> <p>1 Miller</p> <p>2 wants to invest in you and that, you know,</p> <p>3 they're going to pay you what you're worth,</p> <p>4 which didn't happen here to me.</p> <p>5 Q. And just like you don't know it</p> <p>6 for Nick, you don't know it for Don, do you?</p> <p>7 MR. MADUEGBUNA: Objection.</p> <p>8 A. I don't know the specifics, but</p> <p>9 I know that I deserve to be paid exactly</p> <p>10 like them.</p> <p>11 Q. And you don't know if -- not</p> <p>12 only for Nick and Don for one year, but you</p> <p>13 know it for every year you were there, 2016,</p> <p>14 '17, '18, and 19; isn't that right?</p> <p>15 MR. MADUEGBUNA: Objection.</p> <p>16 A. Well, let's put this into</p> <p>17 context. I was promoted to partner and</p> <p>18 started being a partner in 2018. This was a</p> <p>19 very strangely run firm where there were no</p> <p>20 partner meetings. I've never been at a firm</p> <p>21 before where the partners don't have like a</p> <p>22 meeting to talk about like the firm and firm</p> <p>23 issues. It was basically, as I know now,</p> <p>24 nobody was considered an equity partner</p> <p>25 except for Ed and Joe. So the only way you</p> | <p style="text-align: right;">Page 85</p> <p>1 Miller</p> <p>2 Q. That's a yes or no question.</p> <p>3 A. What?</p> <p>4 Q. That's a yes or no question.</p> <p>5 Did Ed Korsinsky want to make the Fox case</p> <p>6 more profitable for Levi & Korsinsky than</p> <p>7 you did?</p> <p>8 A. No.</p> <p>9 Q. What was the amount of money</p> <p>10 Ed Korsinsky wanted for the firm in the Fox</p> <p>11 case?</p> <p>12 A. I don't know specifically. I</p> <p>13 know he was happy to let Andy settle a fee</p> <p>14 dispute for anything over a million dollars,</p> <p>15 and he had authorized Andy Dupre to settle</p> <p>16 that with Stuart Grant during Passover.</p> <p>17 Q. Now, time out. Weren't you</p> <p>18 cutting Ed out of those discussions and</p> <p>19 writing to Nancy and Ed -- Nancy and Andy,</p> <p>20 and saying, I'm not going to tell Ed, I'm</p> <p>21 going to conceal this from Ed, I'm going to</p> <p>22 hide this from Ed, I'm going to settle for</p> <p>23 less than Ed wants. You have e-mails saying</p> <p>24 that, don't you?</p> <p>25 MR. MADUEGBUNA: Objection.</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 90</p> <p>1 Miller</p> <p>2 of work that I had done on that case, since</p> <p>3 that was my case, and I did the vast</p> <p>4 majority of the work -- I was working on --</p> <p>5 you know, I got to interview Viet Dinh, who</p> <p>6 was a Fox News director, who I had deposed</p> <p>7 when I was at BLBG, when we had a successful</p> <p>8 case against News Corp. before it split up</p> <p>9 into Fox News -- so I had special expertise</p> <p>10 for this.</p> <p>11 So basically Ed didn't want to</p> <p>12 agree to what BLBG was willing to pay us.</p> <p>13 BLBG had been appointed as co-lead counsel,</p> <p>14 so typically they have authority to decide</p> <p>15 what they were going to pay people who were</p> <p>16 not co-lead counsel. We said that we never</p> <p>17 agreed to that as part of our terms of</p> <p>18 working with them and that we thought we</p> <p>19 deserved to get more. So we basically -- it</p> <p>20 was like pretty unprecedented that we went</p> <p>21 outside the group and filed this special</p> <p>22 motion to have the Court decide what our fee</p> <p>23 was going to be. I mean, in most cases</p> <p>24 probably the Court would have said too bad,</p> <p>25 BLBG gets to decide. But I have a lot of</p> | <p style="text-align: right;">Page 92</p> <p>1 Miller</p> <p>2 so it was a great payoff. And Ed had said</p> <p>3 that he would be happy with something over a</p> <p>4 million, because he had tried to negotiate,</p> <p>5 and he had a conversation with Mark and</p> <p>6 Jerry, that I was not on, that he reported</p> <p>7 to me, and he wasn't able to get them, I</p> <p>8 think, over like 800,000, or they might have</p> <p>9 said 600,000 to him, and he was really</p> <p>10 offended. So he basically needed Andy to</p> <p>11 handle the negotiations because he couldn't</p> <p>12 get it done.</p> <p>13 Q. Now, you know that's not true,</p> <p>14 don't you? You know that Ed said to you, I</p> <p>15 want a million five; isn't that right?</p> <p>16 MR. MADUEGBUNA: Objection.</p> <p>17 A. No. I was the one actually who</p> <p>18 proposed the million five because I thought</p> <p>19 it was three times our lodestar, so, you</p> <p>20 know, it wasn't unreasonable. This was a</p> <p>21 situation where the lead counsel were</p> <p>22 getting paid \$4,000 an hour, and I think</p> <p>23 what I was asking was like 625 an hour. So</p> <p>24 it was something that I came up with that I</p> <p>25 thought would be reasonable when I was</p> |
| <p style="text-align: right;">Page 91</p> <p>1 Miller</p> <p>2 credibility with Chancellor Bouchard,</p> <p>3 because I had practiced with him in private</p> <p>4 practice before he became Chancellor</p> <p>5 Bouchard.</p> <p>6 So I made the argument to him,</p> <p>7 and this was a situation where Ed really</p> <p>8 wanted me to use my gender inappropriately</p> <p>9 during the argument, and I disagreed with Ed</p> <p>10 about that, because there had been a senior</p> <p>11 partner at BLBG during the mediation who had</p> <p>12 touched me inappropriately, and then other</p> <p>13 partners had made inappropriate sexual</p> <p>14 comments to me, so Ed really wanted me to</p> <p>15 play that up. But I decided that the merits</p> <p>16 of my work, which was what counted, and I</p> <p>17 had an affidavit that I filed with the Court</p> <p>18 that outlined all of the work that I did,</p> <p>19 and it was super impressive. And so Andre</p> <p>20 Bouchard decided that he would put 1.5</p> <p>21 million into escrow.</p> <p>22 So when we got a settlement --</p> <p>23 when Andy was able to negotiate a</p> <p>24 \$1.1 million settlement with Stuart Grant,</p> <p>25 that was like basically double our lodestar,</p> | <p style="text-align: right;">Page 93</p> <p>1 Miller</p> <p>2 making the presentation to the Court.</p> <p>3 Because credibility with the Delaware</p> <p>4 Chancery Court is extremely important to me</p> <p>5 because that is where I practiced the</p> <p>6 majority of my time.</p> <p>7 Q. And you know that you had</p> <p>8 communications where you said to Andy and</p> <p>9 Nancy, I'm going to keep Ed in the dark;</p> <p>10 isn't that right?</p> <p>11 MR. MADUEGBUNA: Objection.</p> <p>12 Q. I'm not going to tell Ed what</p> <p>13 we're doing?</p> <p>14 MR. MADUEGBUNA: Objection.</p> <p>15 Q. Isn't that right?</p> <p>16 A. If you could put that -- if you</p> <p>17 could put the specific e-mail in front of me</p> <p>18 that would be helpful, because the way I</p> <p>19 remember it was we weren't telling Ed and</p> <p>20 Joe what was going on was because it was</p> <p>21 Passover and they don't communicate or use</p> <p>22 any electronics when it's a Jewish holiday</p> <p>23 or when it's the Sabbath.</p> <p>24 Q. You wrote to Nancy -- you wrote</p> <p>25 to Andy on April 6th and said, we don't want</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 94</p> <p>1 Miller</p> <p>2 to give Ed an opportunity to mess with</p> <p>3 resolving this fee issue; do you remember</p> <p>4 writing that?</p> <p>5 A. Not specifically --</p> <p>6 MR. MADUEGBUNA: Objection.</p> <p>7 A. -- but if I wrote it, perhaps</p> <p>8 because it was Passover, you know,</p> <p>9 everything was going to work out and I did</p> <p>10 think it was in the best interest for us all</p> <p>11 to settle because we had to work with these</p> <p>12 fees -- these firms again, and if we didn't</p> <p>13 settle, then it was going to be costing L&K</p> <p>14 more money if a special master was</p> <p>15 appointed, because typically special</p> <p>16 masters, you know, they could be billed out</p> <p>17 at a thousand dollars an hour. And this was</p> <p>18 complicated, you know, stuff, and I'm sure</p> <p>19 they would have billed up a ton, and then</p> <p>20 that would have been reducing the amount of</p> <p>21 fee that we could have gotten. And Ed and</p> <p>22 Joe all told me that, you know, they wished</p> <p>23 that I would have consulted with them before</p> <p>24 I settled, but it was Passover so they knew</p> <p>25 that I couldn't. And, you know, they also</p> | <p style="text-align: right;">Page 96</p> <p>1 Miller</p> <p>2 Passover and that Ed wasn't available</p> <p>3 because we all knew that, because L&K's</p> <p>4 New York office, you know, took vacation</p> <p>5 time that I never got to take most of the</p> <p>6 time whenever there was a Jewish holiday</p> <p>7 that they weren't allowed to, you know, do</p> <p>8 any operations on.</p> <p>9 Q. Right. But in reality when you</p> <p>10 were writing to Andy and Nancy, you were</p> <p>11 saying to them, I'll communicate with Ed,</p> <p>12 you didn't say anything about Passover, but</p> <p>13 you said I'll do it only if I have to; isn't</p> <p>14 that what you --</p> <p>15 MR. MADUEGBUNA: Objection.</p> <p>16 A. I mean, you're looking at a</p> <p>17 document that you're not even showing me,</p> <p>18 and I think that's kind of unfair. I can't</p> <p>19 remember exactly what I wrote.</p> <p>20 Q. No, but you seem to remember</p> <p>21 something about Passover about which you</p> <p>22 never wrote; isn't that right?</p> <p>23 MR. MADUEGBUNA: Objection.</p> <p>24 A. That is exactly true. And it</p> <p>25 was definitely Passover when that case</p> |
| <p style="text-align: right;">Page 95</p> <p>1 Miller</p> <p>2 said that they thought they would have come</p> <p>3 to the exact same conclusion and that they</p> <p>4 would have settled, so --</p> <p>5 Q. Now, let's just look at reality.</p> <p>6 That's exactly the opposite of what you</p> <p>7 wrote to Andy at the time. You never</p> <p>8 mentioned Passover. It's exactly the</p> <p>9 opposite of what you wrote to Nancy at the</p> <p>10 time. You didn't mention Passover. It's</p> <p>11 exactly the opposite of what you wrote to</p> <p>12 your mother Barbara at the time. You never</p> <p>13 mentioned Passover. All you talked about is</p> <p>14 how you were going to keep Ed in the dark</p> <p>15 and you were going to make a deal and not</p> <p>16 have him mess with resolving the fee issue;</p> <p>17 isn't that right?</p> <p>18 MR. MADUEGBUNA: Objection.</p> <p>19 A. If you want to put it in front</p> <p>20 of me, I felt very strongly that we should</p> <p>21 settle the case because we were working on</p> <p>22 other cases with these people, I did not</p> <p>23 want to cost L&K extra money with the</p> <p>24 special master, and it was Passover. I'm</p> <p>25 sure we didn't talk about that it was</p> | <p style="text-align: right;">Page 97</p> <p>1 Miller</p> <p>2 settled.</p> <p>3 Q. And you were keeping Ed and --</p> <p>4 how long is Passover? How many days are</p> <p>5 observed where Ed and Joe didn't work during</p> <p>6 Passover?</p> <p>7 A. Honestly I'm not an Orthodox Jew</p> <p>8 and I did not memorize all of the times that</p> <p>9 they had to be home for Passover because</p> <p>10 generally I just kept on working.</p> <p>11 Q. So you don't -- how many days in</p> <p>12 any single stretch was Ed unavailable to you</p> <p>13 because of his religious observance?</p> <p>14 A. I don't know. We'd have to look</p> <p>15 at the calendar and see what exact days --</p> <p>16 you know, see where the Passover fell with</p> <p>17 relation to, you know, the Friday. And I</p> <p>18 have no idea. It's not my religion. I'm</p> <p>19 not an Orthodox Jew.</p> <p>20 Q. And what about sending an e-mail</p> <p>21 so he could read it, when he's not observing</p> <p>22 the holiday, when the holiday observance has</p> <p>23 ended, so he can pay attention to e-mails;</p> <p>24 you never sent him an e-mail saying I'm</p> <p>25 setting you up and keeping you in the dark,</p> |

25 (Pages 94 - 97)

| | |
|--|--|
| <p style="text-align: right;">Page 98</p> <p>1 Miller</p> <p>2 did you?</p> <p>3 MR. MADUEGBUNA: Objection.</p> <p>4 Sorry. This is ridiculous.</p> <p>5 A. I'm pretty sure I sent an e-mail</p> <p>6 to Ed telling him about the result.</p> <p>7 Q. The result, but what about what</p> <p>8 you were responsible to do as an attorney</p> <p>9 working for his firm?</p> <p>10 A. As I said, he gave Andy</p> <p>11 authority to settle the case. Andy was the</p> <p>12 one who physically settled the case with</p> <p>13 Stuart Grant. I did not say anything to</p> <p>14 settle the case. I then relayed what Andy</p> <p>15 did to Ed and Joe. They told me that they</p> <p>16 were upset that I settled it on Passover</p> <p>17 when they were unreachable, but that they</p> <p>18 would have probably come to the same</p> <p>19 conclusion to settle because we were going</p> <p>20 to still be working with these people and</p> <p>21 nobody wanted to pay a special master to</p> <p>22 figure out what fee we would get. And it</p> <p>23 was a really good result because it was</p> <p>24 double the lodestar that we had. I mean,</p> <p>25 when I wasn't at L&K and I saw the fee that</p> | <p style="text-align: right;">Page 100</p> <p>1 Miller</p> <p>2 because it was a win.</p> <p>3 Q. That was never said and it was</p> <p>4 never written by you or them or anything you</p> <p>5 wrote to your mother to Nancy or to Allie;</p> <p>6 isn't that right? You don't have a -- with</p> <p>7 all the writing you did, you never had a</p> <p>8 writing talking about Passover, you never</p> <p>9 had a talk -- you never had a writing where</p> <p>10 Ed said I will take less than a million</p> <p>11 five, and all of your writings talk about</p> <p>12 keeping Ed in the dark and having a plan so</p> <p>13 that he won't mess with resolving the fee,</p> <p>14 having nothing to do with Passover; isn't</p> <p>15 that right?</p> <p>16 MR. MADUEGBUNA: Objection.</p> <p>17 A. No. I don't know. I don't know</p> <p>18 all of my writings. You haven't shown me</p> <p>19 any of my writings. And I also communicate</p> <p>20 via telephone, so not everything that goes</p> <p>21 on in my life is reflected in my e-mails.</p> <p>22 Q. But if Ed was observing</p> <p>23 Passover, you wouldn't have a phone</p> <p>24 conversation with him, you'd put something</p> <p>25 in an e-mail --</p> |
| <p style="text-align: right;">Page 99</p> <p>1 Miller</p> <p>2 they got from my McKesson case, they -- it</p> <p>3 looks like, from what L&K disclosed, they</p> <p>4 didn't even get paid their lodestar.</p> <p>5 Q. You wrote to your mother that Ed</p> <p>6 wanted a million five in the case, right?</p> <p>7 A. Everyone wanted a million five.</p> <p>8 If you could get a million five that would</p> <p>9 have been spectacular, but that wasn't</p> <p>10 possible. It was possible to get over a</p> <p>11 million, which was generally acceptable as a</p> <p>12 win, so that's what we did. We got a win on</p> <p>13 the case.</p> <p>14 I was very focused on closing</p> <p>15 out that deal because Ed had told me once I</p> <p>16 had brought in fees that I would get paid</p> <p>17 for my cases. And I saw that as being a</p> <p>18 million dollar fee, significant, that I was</p> <p>19 going to bring in, and then I could ask to</p> <p>20 get paid on my cases just like Don and Nick.</p> <p>21 So it was important for me to settle it and,</p> <p>22 you know, I thought I had authority. They</p> <p>23 told me that they were unhappy that I</p> <p>24 settled it on Passover, but they thought</p> <p>25 that they would come to a similar conclusion</p> | <p style="text-align: right;">Page 101</p> <p>1 Miller</p> <p>2 A. No. I would talk -- you just</p> <p>3 said that nothing is reflected in your</p> <p>4 e-mails about this. So I'm saying that I</p> <p>5 could have talked about these things in a</p> <p>6 phone call, or I could have seen my mother</p> <p>7 or, you know. I mean, just because it's not</p> <p>8 in writing doesn't mean it doesn't happen.</p> <p>9 And I'm sure there are some things that you</p> <p>10 might think that are in writing that didn't</p> <p>11 happen, you know like I mean writing is just</p> <p>12 a contemporaneous thing.</p> <p>13 Q. You remember writing to your</p> <p>14 mother saying that you knew that -- how well</p> <p>15 you did at the firm was going to be related</p> <p>16 to whether you earned some real additional</p> <p>17 money in fees; isn't that right?</p> <p>18 MR. MADUEGBUNA: Objection.</p> <p>19 A. I wanted to earn fees so I could</p> <p>20 be paid commissions like Don and Nick. That</p> <p>21 was my understanding of coming to L&K,</p> <p>22 getting promoted to partner, was I was going</p> <p>23 to be earning commissions.</p> <p>24 Q. And you wrote that?</p> <p>25 A. Yes.</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 102</p> <p>1 Miller</p> <p>2 Q. And you wrote that on March</p> <p>3 where -- wait just a minute. You wrote that</p> <p>4 to your mother on March 22, 2018, right?</p> <p>5 A. I have no idea. You're reading</p> <p>6 from a document that you're not showing to</p> <p>7 me, which, you know, I'm not going to</p> <p>8 confirm something unless you show me the</p> <p>9 document.</p> <p>10 Q. Do you remember writing</p> <p>11 something like that to your mother at any</p> <p>12 time?</p> <p>13 MR. MADUEGBUNA: Objection.</p> <p>14 A. I remember -- I remember it</p> <p>15 being something that I told everyone, that I</p> <p>16 was going to start earning fees on my cases</p> <p>17 once I got promoted to partner at this</p> <p>18 place, because that was consistent with my</p> <p>19 understanding based on what Ed had told me,</p> <p>20 my offer in 2011. So, yeah, I expected to</p> <p>21 be earning fees on my cases once they</p> <p>22 started paying, and of course, I wanted them</p> <p>23 to be significant, so I could be earning</p> <p>24 lots of commissions.</p> <p>25 Q. And you knew that Ed wanted a</p> | <p style="text-align: right;">Page 104</p> <p>1 Miller</p> <p>2 We've having difficulty and we're</p> <p>3 losing time on exhibits. I want to</p> <p>4 know what the witness's recollection</p> <p>5 is.</p> <p>6 A. Okay. My recollection is that,</p> <p>7 of course, everybody wanted to be paid as</p> <p>8 much as possible. We had made a motion to</p> <p>9 get paid up to 1.5 million, which was three</p> <p>10 times our lodestar. Anything over a</p> <p>11 million, which was double our lodestar, was</p> <p>12 a total win, because we knew what other</p> <p>13 people were getting paid as well, so we knew</p> <p>14 that that was more than what other firms had</p> <p>15 gotten paid who were in similar type</p> <p>16 situations.</p> <p>17 Q. And putting aside what you've</p> <p>18 spoken about today about Passover, when you</p> <p>19 wrote to your mother on April 6, 2018, you</p> <p>20 said, I talked with Nancy, the L&K partner</p> <p>21 whose client is in the case, about not</p> <p>22 telling Ed until it was a done deal, of</p> <p>23 course I wouldn't lie to him if he asked me</p> <p>24 for an update, and I did say in my status</p> <p>25 report last night that they offered -- that</p> |
| <p style="text-align: right;">Page 103</p> <p>1 Miller</p> <p>2 million five to boost up of the profit to</p> <p>3 the firm; isn't that right?</p> <p>4 MR. MADUEGBUNA: Objection.</p> <p>5 A. No.</p> <p>6 MR. MADUEGBUNA: Asked and</p> <p>7 answered.</p> <p>8 A. No. One million five was a</p> <p>9 placeholder that we put into a motion. It</p> <p>10 would have been nice to get one million</p> <p>11 five, but nobody thought that was realistic.</p> <p>12 Q. Well, didn't you write to your</p> <p>13 mother on April 6, 2018 saying that the fee</p> <p>14 for Fox will be a million fifty, not the</p> <p>15 1.5 million that Ed wanted?</p> <p>16 MR. MADUEGBUNA: Objection.</p> <p>17 Q. April 6, 2018?</p> <p>18 MR. MADUEGBUNA: Do you want to</p> <p>19 show the witness the documents that</p> <p>20 you're referring to, Counsel? She's</p> <p>21 been asking you for a while about</p> <p>22 that.</p> <p>23 MR. ROBERTS: No. This is about</p> <p>24 the witness's recollection. This is</p> <p>25 about the witness's recollection.</p> | <p style="text-align: right;">Page 105</p> <p>1 Miller</p> <p>2 if they offered anything over 1 million we</p> <p>3 are taking it without further negotiations,</p> <p>4 she, Nancy, totally agreed.</p> <p>5 So you are writing to your</p> <p>6 mother -- incidentally, is your mother a</p> <p>7 lawyer?</p> <p>8 A. No. My father is. And it's</p> <p>9 both my mom and my dad that I --</p> <p>10 Q. Did your mother represent a Levi</p> <p>11 & Korsinsky client?</p> <p>12 A. No.</p> <p>13 Q. So you were writing to your</p> <p>14 mother about this confidential Levi &</p> <p>15 Korsinsky and client information on</p> <p>16 April 6th, 2018?</p> <p>17 A. Yes. I probably shouldn't have</p> <p>18 done that, but I'm very close with my mother</p> <p>19 and it was a very stressful situation</p> <p>20 because it was the big -- the first big fee</p> <p>21 that was coming in, and I really wanted to</p> <p>22 get -- start getting bonuses based on the</p> <p>23 hard work that I was doing.</p> <p>24 Q. Well, did you do anything to</p> <p>25 look at ethical and disciplinary rules</p> |

27 (Pages 102 - 105)

| | |
|---|---|
| <p style="text-align: right;">Page 106</p> <p>1 Miller</p> <p>2 before you sent this e-mail to your mother</p> <p>3 on April 6, 2018?</p> <p>4 A. No. As I said, I probably</p> <p>5 shouldn't have written that. You know, I'm</p> <p>6 very close with my mother and I guess, you</p> <p>7 know, I just didn't think about it. You</p> <p>8 know, I thought of her more as like -- you</p> <p>9 know, as like your husband, where you have a</p> <p>10 privilege. You know, I'm very close with my</p> <p>11 mother.</p> <p>12 Q. So you're writing to your mother</p> <p>13 about the law firm, the law firm's client, a</p> <p>14 confidential settlement position, and you</p> <p>15 didn't do anything to look at the ethical</p> <p>16 considerations about that?</p> <p>17 MR. MADUEGBUNA: Objection.</p> <p>18 A. No.</p> <p>19 Q. Good.</p> <p>20 This will be Exhibit 11.</p> <p>21 (Defendants' Exhibit 11, two</p> <p>22 pages, e-mail exchange between</p> <p>23 Amy Miller and family, dated 4/5 -</p> <p>24 6/2018, subject Re: Some of the</p> <p>25 family, Bates stamp PLF ESI 0000556</p> | <p style="text-align: right;">Page 108</p> <p>1 Miller</p> <p>2 that ethical considerations have to be</p> <p>3 foremost in your mind at all times for all</p> <p>4 purposes?</p> <p>5 A. Yes. And this case has</p> <p>6 definitely brought that to my attention</p> <p>7 with -- because I didn't even consider that</p> <p>8 all of these e-mails would be produced, and</p> <p>9 I have taken that into consideration. And</p> <p>10 if you saw e-mails to my mother now, they're</p> <p>11 very different than what I was writing</p> <p>12 before because I learned that, you know, I</p> <p>13 probably should not have been as explicit in</p> <p>14 some things that I wrote to my mom.</p> <p>15 Q. Well, what other -- now that</p> <p>16 you've done all that reviewing, what other</p> <p>17 ethical breaches have you committed that</p> <p>18 you're aware of now?</p> <p>19 MR. MADUEGBUNA: Objection.</p> <p>20 A. I'm not aware of any intentional</p> <p>21 ethical breaches that I did. I might have</p> <p>22 overshared what was going on in my cases</p> <p>23 because I am very into my cases like I am a</p> <p>24 litigator at heart. It is what drives me.</p> <p>25 So, you know, I'm obsessive with my cases</p> |
| <p style="text-align: right;">Page 107</p> <p>1 Miller</p> <p>2 and '557, marked for identification,</p> <p>3 as of this date.)</p> <p>4 Q. And apart from -- while this is</p> <p>5 happening, apart from ethical considerations</p> <p>6 and disciplinary rules, you signed a</p> <p>7 confidentiality agreement when you</p> <p>8 acknowledged the handbook of Levi &</p> <p>9 Korsinsky, you knew -- as a matter of firm</p> <p>10 policy and ethical responsibilities,</p> <p>11 professional responsibilities, you weren't</p> <p>12 allowed to make disclosures like that to</p> <p>13 your mother, who doesn't work for Levi &</p> <p>14 Korsinsky, doesn't represent the client, you</p> <p>15 knew that, didn't you?</p> <p>16 MR. MADUEGBUNA: Objection.</p> <p>17 A. I wasn't thinking about it</p> <p>18 specifically. As I said, you know, I'm very</p> <p>19 close to my mom, and I tell her a lot of</p> <p>20 things, and it wasn't really on my mind,</p> <p>21 ethical considerations. This was more</p> <p>22 about, you know, just communicating with my</p> <p>23 mom.</p> <p>24 Q. Don't you understand that as a</p> <p>25 practicing attorney for more than 20 years</p> | <p style="text-align: right;">Page 109</p> <p>1 Miller</p> <p>2 and I probably overshared because I like</p> <p>3 them so much. But this has been a learning</p> <p>4 experience for me and I am no longer doing</p> <p>5 that. And I'm being very, very mindful of</p> <p>6 the ethical considerations because this has,</p> <p>7 you know, brought it to my attention.</p> <p>8 Q. You were an attorney practicing</p> <p>9 for almost 17 years. Are you saying you</p> <p>10 only -- you only, since you filed this</p> <p>11 lawsuit and had to produce documents, that</p> <p>12 you were aware of your ethical</p> <p>13 responsibility as a litigator?</p> <p>14 MR. MADUEGBUNA: Objection.</p> <p>15 A. I don't think that's what I said</p> <p>16 at all. I think I said that, you know, you</p> <p>17 don't think about it outside of work all the</p> <p>18 time. Like when you're in the office,</p> <p>19 obviously you're always thinking about your</p> <p>20 ethical considerations, but I just thought I</p> <p>21 was talking about my work and, you know, I</p> <p>22 might have gone over the line because I'm</p> <p>23 certainly allowed to talk to my mother about</p> <p>24 certain things about my work, which are, you</p> <p>25 know, public knowledge or what you would</p> |

28 (Pages 106 - 109)

| | |
|---|---|
| <p style="text-align: right;">Page 110</p> <p>1 Miller</p> <p>2 think you would see on a privilege log. I</p> <p>3 mean, there are obviously certain things</p> <p>4 that you're allowed to talk to your mom</p> <p>5 about.</p> <p>6 Q. Okay. So let's look at</p> <p>7 Exhibit 11, please.</p> <p>8 A. Okay.</p> <p>9 Q. So if you look down at the last</p> <p>10 paragraph on the first page you say, "We</p> <p>11 will get a fee of \$1,050,000. Not the</p> <p>12 1.5 million Ed wanted"; do you see that?</p> <p>13 MR. MADUEGBUNA: Can you allow</p> <p>14 the witness to read the whole thing?</p> <p>15 Amy, I will ask just, you know,</p> <p>16 read the e-mail before you answer any</p> <p>17 questions.</p> <p>18 A. Oh, yeah. This is what I was</p> <p>19 referring to. Of course, Ed wanted</p> <p>20 1.5 million, but we all knew that that</p> <p>21 wasn't realistic, because if you see, this</p> <p>22 e-mail is talking about that conversation</p> <p>23 that Ed had with Mark, that Andy and I were</p> <p>24 not on, where he tried to negotiate the fee</p> <p>25 and utterly failed, so then we had to put</p> | <p style="text-align: right;">Page 112</p> <p>1 Miller</p> <p>2 MR. MADUEGBUNA: Objection.</p> <p>3 A. I was working for L&K.</p> <p>4 Maintaining relations for L&K was very, very</p> <p>5 important because L&K did not have good</p> <p>6 relationships with BLBG and Grant &</p> <p>7 Eisenhofer. I was like the link that was</p> <p>8 providing them with a good relationship with</p> <p>9 these firms because they had worked with me</p> <p>10 and they liked my work so much.</p> <p>11 Q. So you think if Ed Korsinsky</p> <p>12 wants something for Levi & Korsinsky and you</p> <p>13 want something else, who should prevail?</p> <p>14 A. Well, as Ed told me, his name is</p> <p>15 on the door, so he's allowed to do whatever</p> <p>16 he wants at his firm. So obviously if</p> <p>17 there's a question between whether Amy or Ed</p> <p>18 is going to prevail, he can make it happen.</p> <p>19 And that is exactly what he did</p> <p>20 to me after I had asked to get paid like Don</p> <p>21 and Nick, and I had opportunities to make</p> <p>22 that happen, he sabotaged them. He</p> <p>23 sabotaged the litigation trust counsel</p> <p>24 position for Patriot National where Cerberus</p> <p>25 wanted to hire us. Cerberus is a client</p> |
| <p style="text-align: right;">Page 111</p> <p>1 Miller</p> <p>2 Andy in charge, and then, you know, if it</p> <p>3 was over a million, that was considered a</p> <p>4 win.</p> <p>5 Q. Well, I thought it was a million</p> <p>6 two you wanted. Was that what you proposed,</p> <p>7 a million two?</p> <p>8 A. I mean, we were proposing</p> <p>9 numbers. We were trying to get to a</p> <p>10 settlement. Of course, I wanted as much</p> <p>11 money as we could possibly get because I</p> <p>12 wanted to get a fee off of it. So I</p> <p>13 obviously I was aligned -- I was completely</p> <p>14 aligned with L&K's interest because I wanted</p> <p>15 to get the biggest fee possible because I</p> <p>16 wanted to get paid off of that. And I also</p> <p>17 wanted to preserve our working relationships</p> <p>18 with Grant & Eisenhofer and BLBG, because</p> <p>19 they are major players in the litigation</p> <p>20 that my department does. So you need to</p> <p>21 maintain relations.</p> <p>22 Q. And when you talk about</p> <p>23 maintaining relations, who were you working</p> <p>24 for? Were you working for yourself, or were</p> <p>25 you working for Levi & Korsinsky?</p> | <p style="text-align: right;">Page 113</p> <p>1 Miller</p> <p>2 with over \$55 billion in assets and, you</p> <p>3 know, they wanted to hire me as their</p> <p>4 attorney because I had been running the</p> <p>5 Patriot National case, and that was -- could</p> <p>6 have been millions of dollars in fees, and</p> <p>7 he wouldn't let me accept that, and this was</p> <p>8 after the April time frame.</p> <p>9 Q. So when you say that Ed ran the</p> <p>10 firm, he also ran the attorneys working in</p> <p>11 the firm; isn't that right?</p> <p>12 A. Well, I mean, obviously managing</p> <p>13 attorneys have power to do whatever they</p> <p>14 want, but I was given authority to run my</p> <p>15 cases. Of course, you check in with the</p> <p>16 managing partners from time to time, but you</p> <p>17 had discretion.</p> <p>18 For example, I remember being in</p> <p>19 a conference room with Bob Meyer and, you</p> <p>20 know, Bob was talking to Ed about a case</p> <p>21 that Nick had settled, and he told Ed that</p> <p>22 Nick had left money on the table. So it</p> <p>23 seemed to me that, you know, people were</p> <p>24 allowed to run their own cases. You</p> <p>25 consulted with Ed to the extent you needed</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 118</p> <p>1 Miller</p> <p>2 in and, you know, how everyone kissed me</p> <p>3 when I came to the first meeting, which I</p> <p>4 thought was really weird. You know, I</p> <p>5 thought those things were inappropriate. I</p> <p>6 told Ed about them, and then he tried to use</p> <p>7 them, which I thought was totally</p> <p>8 inappropriate. So that was one of the main</p> <p>9 reasons that I was very upset with how Ed</p> <p>10 had handled this negotiation. And we knew</p> <p>11 that Andy had more credibility than Ed,</p> <p>12 especially with Stuart, because they were</p> <p>13 both Delaware attorneys, and Andy, you know,</p> <p>14 does a lot of defense work and he's very,</p> <p>15 very well regarded. So he was put in charge</p> <p>16 of the negotiations to get the most money</p> <p>17 that L&K could get, and he felt like he got</p> <p>18 even more money than Stuart and BLBG were</p> <p>19 willing to give. So it was a total win.</p> <p>20 Q. As far as you're concerned; is</p> <p>21 that right?</p> <p>22 MR. MADUEGBUNA: Objection.</p> <p>23 A. And Ed and Joe also told me that</p> <p>24 they were upset that I didn't consult with</p> <p>25 them because it was Passover, but ultimately</p> | <p style="text-align: right;">Page 120</p> <p>1 Miller</p> <p>2 thought that that was offensive when he said</p> <p>3 it, but I was pleasant about it because yes,</p> <p>4 Ed's name was on the door and I was trying</p> <p>5 to get paid equally to Don and Nick because</p> <p>6 I deserved it, based on what Svetlana said,</p> <p>7 based on what Shannon said and based on what</p> <p>8 Ed told me. So --</p> <p>9 Q. There's some background, isn't</p> <p>10 there, with your husband? Your husband</p> <p>11 doesn't have a regular job, does he?</p> <p>12 A. He's a real estate developer.</p> <p>13 Q. And he doesn't have regular work</p> <p>14 hours, does he?</p> <p>15 MR. MADUEGBUNA: Objection.</p> <p>16 A. No.</p> <p>17 Q. He doesn't have -- his regular</p> <p>18 workplace is your residence, isn't it?</p> <p>19 A. No, his -- when he has work to</p> <p>20 do, he's going over to property that we own</p> <p>21 and he's generally doing work over there.</p> <p>22 Q. And those are LLCs that you and</p> <p>23 your husband both own; is that right?</p> <p>24 A. I believe so. You would have to</p> <p>25 look at my tax returns and talk to my</p> |
| <p style="text-align: right;">Page 119</p> <p>1 Miller</p> <p>2 they said that they agreed with my judgment</p> <p>3 and that they probably would have ended up</p> <p>4 there.</p> <p>5 Q. Weren't they stuck with your</p> <p>6 abuse of your authority; isn't that what</p> <p>7 they were stuck with?</p> <p>8 MR. MADUEGBUNA: Objection.</p> <p>9 A. I never abused my authority.</p> <p>10 Q. Now, you said Ed's name is on</p> <p>11 the door. It's also on the paychecks; isn't</p> <p>12 it?</p> <p>13 A. Yes. So he controlled them.</p> <p>14 And, you know, he told me</p> <p>15 regularly that he could do anything that he</p> <p>16 wanted to, and that's exactly what he did.</p> <p>17 I mean, when I asked, you know, to be paid</p> <p>18 equally to Don and Nick on May 16, 2018, the</p> <p>19 first thing he said to me was, who put you</p> <p>20 up to this? I feel like there's a third</p> <p>21 person in the room. Did your husband make</p> <p>22 you do this? Do you want to call your</p> <p>23 husband to negotiate for you? I mean,</p> <p>24 that's the kind of stuff I had to put up</p> <p>25 with Ed. And, you know, I told him that I</p> | <p style="text-align: right;">Page 121</p> <p>1 Miller</p> <p>2 accountant. I don't really get into like</p> <p>3 all of, you know, who owns this and that.</p> <p>4 I just know that, you know, we have rental</p> <p>5 properties and things like that.</p> <p>6 Q. And because -- that makes you</p> <p>7 the primary breadwinner for the family;</p> <p>8 isn't that right?</p> <p>9 MR. MADUEGBUNA: Objection.</p> <p>10 A. I mean, I had the steady salary</p> <p>11 and I was hoping to be the primary</p> <p>12 breadwinner for my family by making lots of</p> <p>13 money, but we had lucrative real estate</p> <p>14 investments, so I'm not sure, you know, who</p> <p>15 was the breadwinner when L&K, you know,</p> <p>16 wasn't giving me the bonuses.</p> <p>17 MR. MADUEGBUNA: Objection.</p> <p>18 Q. What was your salary in 2021</p> <p>19 from Cohen Milstein?</p> <p>20 A. I believe it's 205, because I</p> <p>21 had to take a huge salary cut to go there</p> <p>22 because they have a different pay structure.</p> <p>23 Q. So you're saying you started in</p> <p>24 2019 at 200, is that what you; is that</p> <p>25 right?</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 134</p> <p>1 Miller</p> <p>2 based on the sentence, "The Firm also pays</p> <p>3 discretionary bonuses at the end of the</p> <p>4 year, dependent upon the Firm's</p> <p>5 profitability. The issuance and amount of</p> <p>6 those bonuses, if any, are at the Firm's</p> <p>7 discretion." That is what they didn't pay</p> <p>8 bonuses on. I am not aware, but I expect</p> <p>9 that they did pay bonuses related to the</p> <p>10 second paragraph based on what -- my</p> <p>11 discussions with Carol.</p> <p>12 Q. And what this says is the "bonus</p> <p>13 above zero up to 5 percent of the net</p> <p>14 attorneys' fees received by the Firm for the</p> <p>15 cases or clients they generate," not the</p> <p>16 case, not the client, "the cases or clients</p> <p>17 they generate in accordance with the Firm's</p> <p>18 written policy." Let me stop there.</p> <p>19 Are you aware of a firm written</p> <p>20 policy about the bonus that could be</p> <p>21 anything from nothing to 5 percent?</p> <p>22 A. I have not seen any specific</p> <p>23 firm policy on that.</p> <p>24 Q. Did you ask to see it?</p> <p>25 A. No, I have not asked to see</p> | <p style="text-align: right;">Page 136</p> <p>1 Miller</p> <p>2 MR. MADUEGBUNA: Objection.</p> <p>3 A. No. And if you remember, when I</p> <p>4 accepted this offer, L&K had fired me and I</p> <p>5 was in a horrible position where I was in</p> <p>6 debt to my parents for \$50,000, I had to</p> <p>7 actually sell stock that my grandmother,</p> <p>8 great-grandmother had given me when I was</p> <p>9 three years old; like it was a very</p> <p>10 emotionally distressful time, and at that</p> <p>11 time, you know, I needed a job. Ha, ha, ha,</p> <p>12 ha, you know. So I had to take what was on</p> <p>13 the table. I was also going to</p> <p>14 unemployment, that office, and there were</p> <p>15 certain guidelines that I had to comply with</p> <p>16 with unemployment because L&K had told me</p> <p>17 that they were going to give me severance</p> <p>18 and then they never gave me any severance,</p> <p>19 which was hugely embarrassing because I told</p> <p>20 unemployment that I expected to get</p> <p>21 severance from L&K and then I didn't. And</p> <p>22 then, you know, I had to take whatever job</p> <p>23 was offered to me as soon as possible for a</p> <p>24 multiple of reasons after L&K unfairly fired</p> <p>25 me for asking to get paid just like Don and</p> |
| <p style="text-align: right;">Page 135</p> <p>1 Miller</p> <p>2 that. It was satisfactory to me that I was</p> <p>3 going to be able to get a bonus based on how</p> <p>4 the entire firm performed and then I would</p> <p>5 also have an opportunity to receive extra</p> <p>6 bonuses based on, you know, bringing in a</p> <p>7 client or generating a case. I thought that</p> <p>8 was a spectacular way to pay attorneys</p> <p>9 because it motivates everyone to be trying</p> <p>10 to work for the best of the firm and the</p> <p>11 best of themselves. Everyone is on the same</p> <p>12 page.</p> <p>13 Q. So when you got this offer</p> <p>14 letter in May of 2019, knowing that Cohen</p> <p>15 Milstein was offering you \$85,000 less than</p> <p>16 in salary than Levi & Korsinsky paid you,</p> <p>17 knowing that to get up to the amount of</p> <p>18 money Levi & Korsinsky was paying you for</p> <p>19 whatever else your total compensation was,</p> <p>20 knowing all of that, are you saying that</p> <p>21 before you accepted the offer, and in all</p> <p>22 the time since you accepted the offer, you</p> <p>23 never went to anybody at Cohen Milstein to</p> <p>24 say I want to see the firm's written policy</p> <p>25 on the bonuses?</p> | <p style="text-align: right;">Page 137</p> <p>1 Miller</p> <p>2 Nick.</p> <p>3 Q. Well, we'll come to what you</p> <p>4 said to other people about how your</p> <p>5 employment ended and how different that is</p> <p>6 from what you've just said. But before we</p> <p>7 get into that, there was a time where you</p> <p>8 initiated a search to leave Levi &</p> <p>9 Korsinsky; isn't that right?</p> <p>10 MR. MADUEGBUNA: Objection.</p> <p>11 A. I only sought to -- I was</p> <p>12 extremely happy at Levi & Korsinsky. I was</p> <p>13 doing the kind of work that I wanted to do,</p> <p>14 developing the docket that I thought was</p> <p>15 going to be a great docket going forward</p> <p>16 that was going to make Levi & Korsinsky a</p> <p>17 ton of money, and I only became unhappy at</p> <p>18 L&K when I asked to put the terms of my</p> <p>19 partnership write -- when I asked to put the</p> <p>20 terms of my partnership into writing in May</p> <p>21 2018 and Ed started saying discriminatory</p> <p>22 things to me right in that interview, when</p> <p>23 he said did your husband put you up to this,</p> <p>24 do you want your husband to negotiate for</p> <p>25 you.</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 154</p> <p>1 Miller</p> <p>2 take pride in my work and I always tried to</p> <p>3 do my best work possible even when I was</p> <p>4 being treated horribly by Ed and Joe.</p> <p>5 Q. But you understand, don't you,</p> <p>6 they aren't your cases, they're Levi &</p> <p>7 Korsinsky's cases, aren't they?</p> <p>8 MR. MADUEGBUNA: Objection.</p> <p>9 Q. Aren't they Levi & --</p> <p>10 A. I mean, they were my cases that</p> <p>11 I had primary responsibility of working on;</p> <p>12 of course, they were L&K's actual cases. I</p> <p>13 was working for L&K. So all of the cases</p> <p>14 were L&K cases, but they were the cases that</p> <p>15 I had primary responsibility on, and I had</p> <p>16 been asked to run a derivative department.</p> <p>17 Q. For how many years had</p> <p>18 Ed Korsinsky been practicing law as of 2018?</p> <p>19 A. I have no idea. I just remember</p> <p>20 the comment that he made to me that he</p> <p>21 thought I might be a better attorney than he</p> <p>22 is.</p> <p>23 Q. For how many years had Joe Levi</p> <p>24 been practicing law in 2018?</p> <p>25 A. I don't know. I didn't really</p> | <p style="text-align: right;">Page 156</p> <p>1 Miller</p> <p>2 off the record now, you said?</p> <p>3 MR. ROBERTS: Yes.</p> <p>4 THE VIDEOGRAPHER: So the time</p> <p>5 is currently 1:29 p.m. and we are</p> <p>6 going off the record.</p> <p>7 (Luncheon recess: 1:29 p.m.)</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> |
| <p style="text-align: right;">Page 155</p> <p>1 Miller</p> <p>2 see --</p> <p>3 Q. For how many?</p> <p>4 A. I didn't really see Joe</p> <p>5 practicing law. I saw Joe, you know,</p> <p>6 recruiting clients, but I never saw Joe in a</p> <p>7 courtroom.</p> <p>8 Q. For how many years had Levi &</p> <p>9 Korsinsky by that name been in business?</p> <p>10 A. I don't know. It hadn't been in</p> <p>11 business as long as the other firms that I</p> <p>12 had been associated with. That's what I do</p> <p>13 know.</p> <p>14 Q. And what about the predecessor</p> <p>15 firm to Levi & Korsinsky, how long was that</p> <p>16 in business?</p> <p>17 A. I didn't even know there was a</p> <p>18 predecessor.</p> <p>19 Q. Okay. So you don't know --</p> <p>20 MR. ROBERTS: Okay. I think we</p> <p>21 can take a break now for lunch. How</p> <p>22 long are we going to -- let's go off</p> <p>23 the record and decide how long we're</p> <p>24 going to be off.</p> <p>25 THE VIDEOGRAPHER: We're going</p> | <p style="text-align: right;">Page 157</p> <p>1 Miller</p> <p>2 AFTERNOON SESSION</p> <p>3 (Time noted: 2:22 p.m.)</p> <p>4 THE VIDEOGRAPHER: The time is</p> <p>5 currently 2:22 p.m. and we are back on</p> <p>6 the record.</p> <p>7 A M Y M I L L E R, resumed and</p> <p>8 testified as follows:</p> <p>9 EXAMINATION BY (CONT'D.)</p> <p>10 MR. ROBERTS:</p> <p>11 Q. Now, Ms. Miller, in 2011 the</p> <p>12 offer that Levi & Korsinsky made to you</p> <p>13 specifically talked about a discretionary</p> <p>14 performance bonus. Do you recall that?</p> <p>15 A. I don't recall that. If you</p> <p>16 want to put the offer letter in front of me,</p> <p>17 you can put it in front of me and we can</p> <p>18 look at the specific terms.</p> <p>19 Q. I will read from it, because we</p> <p>20 may not be able to pull it up, but I will</p> <p>21 read what it says. It says, You will be</p> <p>22 eligible for discretionary performance-based</p> <p>23 bonuses of up to 10 percent of the net</p> <p>24 annual legal fees generated to the firm</p> <p>25 above \$2,500,000 for all cases for which you</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 158</p> <p>1 Miller</p> <p>2 were assigned primary responsibility.</p> <p>3 In 2011 did you have any</p> <p>4 questions about what that meant?</p> <p>5 A. Oh, yes, I had lots of questions</p> <p>6 that I asked my headhunter about and I</p> <p>7 didn't think that was a term I was going to</p> <p>8 agree to. But ultimately I didn't even</p> <p>9 think I wanted to go to L&K, so we didn't</p> <p>10 even go back to them to discuss that term</p> <p>11 because of all the other issues that I have</p> <p>12 always told you about, the institutional</p> <p>13 clients and my maternity leave issue.</p> <p>14 Q. Now, in 2016, when you set forth</p> <p>15 the terms of your employment, you didn't</p> <p>16 make any reference to a discretionary</p> <p>17 performance-based bonus, you didn't make</p> <p>18 reference to a percentage up to 10 percent,</p> <p>19 you didn't make any reference to a threshold</p> <p>20 of 2.5 million, you didn't ask for any of</p> <p>21 those things or write that you wanted any of</p> <p>22 those things; isn't that right, in 2016?</p> <p>23 MR. MADUEGBUNA: Objection.</p> <p>24 A. As I previously testified, I had</p> <p>25 a discussion with Ed before I wrote that</p> | <p style="text-align: right;">Page 160</p> <p>1 Miller</p> <p>2 Q. And you had a right to either</p> <p>3 accept those terms that you memorialized in</p> <p>4 your e-mail written to Mr. Korsinsky and</p> <p>5 Mr. Levi, or reject it and stay in the firm</p> <p>6 you were at, or go to another firm, right,</p> <p>7 in 2016?</p> <p>8 A. I don't think there's --</p> <p>9 MR. MADUEGBUNA: Objection.</p> <p>10 A. I don't think there's any</p> <p>11 question that I was very excited to join L&K</p> <p>12 in 2016. I thought it was a great</p> <p>13 opportunity.</p> <p>14 Q. And, in fact, in 2000 -- well,</p> <p>15 in the firm that you worked for before, GE,</p> <p>16 right, or G&E?</p> <p>17 A. Grant & Eisenhofer, yes.</p> <p>18 Q. Yes. You had problems with the</p> <p>19 people there, didn't you?</p> <p>20 MR. MADUEGBUNA: Objection.</p> <p>21 A. I had problems with</p> <p>22 Stuart Grant and, you know, he was the head</p> <p>23 of the firm, you know, I -- you know, I went</p> <p>24 there with a -- some expectation and my</p> <p>25 expectations were not exactly met. I didn't</p> |
| <p style="text-align: right;">Page 159</p> <p>1 Miller</p> <p>2 e-mail that memorialized the terms. So I</p> <p>3 had a discussion with Ed. He told me</p> <p>4 specifically that he was not going to give</p> <p>5 me the same type of offer that he gave me in</p> <p>6 2011, but that I would get a similar type</p> <p>7 offer when I made partner, that he was going</p> <p>8 to offer me to come here at a base salary of</p> <p>9 285, which he told me was higher than most</p> <p>10 of the partners made, because they made 250,</p> <p>11 and that I would be entitled to a bonus. So</p> <p>12 we talked about me getting a phone because I</p> <p>13 didn't want to put my personal stuff on my</p> <p>14 work phone. I remember him saying like what</p> <p>15 are you, Hillary Clinton, when I made that</p> <p>16 request. And I remember talking to him</p> <p>17 about ensuring that I got a laptop computer</p> <p>18 because every other firm that I had been to</p> <p>19 had given me a laptop and I didn't have a</p> <p>20 personal computer on my own. So I was</p> <p>21 memorializing the terms after Ed had</p> <p>22 specifically told me that he wasn't going to</p> <p>23 give me the same kind of proposal that he</p> <p>24 gave me in 2011, but that we would get to</p> <p>25 that type of proposal once I made partner.</p> | <p style="text-align: right;">Page 161</p> <p>1 Miller</p> <p>2 like how Stuart was treating me. He was</p> <p>3 somebody who if he liked you, he would be</p> <p>4 abusive, you know; if he didn't like you, he</p> <p>5 would ignore you, but he was abusive. I</p> <p>6 didn't like the fit because I was working in</p> <p>7 the New York office and primarily all my</p> <p>8 cases were in Delaware. He gave me special</p> <p>9 treatment because usually when Stuart hired</p> <p>10 somebody, he made them take the Delaware bar</p> <p>11 and come move down to Delaware, but because</p> <p>12 he liked me so much, he said I could join</p> <p>13 the New York office and just work on his</p> <p>14 cases from New York.</p> <p>15 So, you know, there were a lot</p> <p>16 of things going on with Stuart and how I</p> <p>17 didn't think I was being treated</p> <p>18 appropriately.</p> <p>19 Q. Well, you thought he treated you</p> <p>20 like crap and he made you cry; isn't that</p> <p>21 right?</p> <p>22 A. That's true. And he continued</p> <p>23 to treat me like crap --</p> <p>24 MR. MADUEGBUNA: Objection.</p> <p>25 A. -- when I worked at L&K.</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 166</p> <p>1 Miller</p> <p>2 time of your employment at Levi & Korsinsky</p> <p>3 started?</p> <p>4 (**DI)MR. MADUEGBUNA: Again,</p> <p>5 same objection. I believe that we've</p> <p>6 raised that privilege in this case, so</p> <p>7 I'm not sure where you're going. And</p> <p>8 you're aware of it, Counsel, so.</p> <p>9 There is no claim for anything other</p> <p>10 than garden variety emotional distress</p> <p>11 claims from this case.</p> <p>12 MR. ROBERTS: You know our point</p> <p>13 of disagreement. We can read the</p> <p>14 complaint, and so can the Court.</p> <p>15 Let's go on to something else.</p> <p>16 Q. You knew in 2016 that the</p> <p>17 potential to make more money and get a</p> <p>18 portion of fees would come only if you</p> <p>19 earned something over a certain amount;</p> <p>20 isn't that right, isn't that what you knew</p> <p>21 in 2016 --</p> <p>22 MR. MADUEGBUNA: Objection.</p> <p>23 Q. -- in 2016 about your employment</p> <p>24 at Levi & Korsinsky?</p> <p>25 MR. MADUEGBUNA: Objection.</p> | <p style="text-align: right;">Page 168</p> <p>1 Miller</p> <p>2 Q. Let's stay with the questions,</p> <p>3 if we could.</p> <p>4 But your understanding is</p> <p>5 memorialized -- when did you start working,</p> <p>6 May 16th or something like?</p> <p>7 A. Are you talking --</p> <p>8 Q. I'm sorry. It was August 16,</p> <p>9 2016, right?</p> <p>10 A. I started working, I believe --</p> <p>11 I believe in the middle of August of 2016;</p> <p>12 although, Ed was already trying to pick my</p> <p>13 brain, before I started working, about the</p> <p>14 Tesla case.</p> <p>15 Q. And before you accepted the</p> <p>16 offer you understood, as early as June 2016</p> <p>17 in a -- actually you write it to your mother</p> <p>18 on June 17, 2016, It seems like I would have</p> <p>19 the potential to make a lot of more money at</p> <p>20 Levi & Korsinsky since I would get a portion</p> <p>21 of the fees if I earned over a certain</p> <p>22 amount, plus I would get to do everything</p> <p>23 and feel like a real attorney again, so who</p> <p>24 knows, I hope something works out soon and</p> <p>25 it's good. That's what you wrote to your</p> |
| <p style="text-align: right;">Page 167</p> <p>1 Miller</p> <p>2 You can answer.</p> <p>3 A. I didn't know that that was</p> <p>4 necessarily true. I was basing my knowledge</p> <p>5 based on what kind of offer they -- letter</p> <p>6 that they gave to me back when I was an</p> <p>7 associate. So I thought that I would have a</p> <p>8 potential to earn commissions on the cases</p> <p>9 that I had primary responsibility for</p> <p>10 because that was generally consistent with</p> <p>11 my understanding of the offer that they gave</p> <p>12 me back in 2011. And I didn't think, you</p> <p>13 know, I would be getting a worse offer when</p> <p>14 they were promoting me to partner and they</p> <p>15 actually had seen my work.</p> <p>16 And the big point about that is</p> <p>17 that's back in 2011, when they made the</p> <p>18 offer. They had never even worked with me.</p> <p>19 I mean, Ed and Joe, they'd never seen my</p> <p>20 work. I'm not sure that Joe has seen my</p> <p>21 work now, but I know Ed has seen my work</p> <p>22 when --</p> <p>23 Q. Could you answer my question.</p> <p>24 A. -- and he told me that I was</p> <p>25 certainly doing partner level work.</p> | <p style="text-align: right;">Page 169</p> <p>1 Miller</p> <p>2 mother on June --</p> <p>3 A. Yes. And that's totally</p> <p>4 consistent with my testimony that I was</p> <p>5 basing my knowledge back on the offer that</p> <p>6 they gave me in 2011.</p> <p>7 MR. MADUEGBUNA: Theresa, note</p> <p>8 my objection to that question. I</p> <p>9 didn't get a chance to object.</p> <p>10 Q. So why did you leave G&E?</p> <p>11 A. I left G&E because I was unhappy</p> <p>12 with how it was working out with Stuart, and</p> <p>13 I really didn't like being there. And also</p> <p>14 the thing about me wanting to be a full</p> <p>15 attorney again was -- you know, when I went</p> <p>16 to G&E, I told Stuart that I did not want to</p> <p>17 make partner, that I just wanted to be of</p> <p>18 counsel like my friend Diane Zilka. I</p> <p>19 didn't want any responsibilities. I just</p> <p>20 wanted to work on cases and do good work.</p> <p>21 And Stuart looked at me and said, no, you're</p> <p>22 going to be considered for partner in three</p> <p>23 to five years. So we were -- you know,</p> <p>24 because they were very top-heavy there, they</p> <p>25 had tons of partners, you know, and I wasn't</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 170</p> <p>1 Miller</p> <p>2 happy not getting to do all the various</p> <p>3 things that I liked doing after -- you know,</p> <p>4 because I was working really hard and I felt</p> <p>5 like if I was working so hard, I could be</p> <p>6 running a department and making more money.</p> <p>7 Q. And what about the fact that at</p> <p>8 G&E you got almost no bonus, did that bother</p> <p>9 you?</p> <p>10 A. I knew that going in. I had</p> <p>11 negotiated a higher salary than I was</p> <p>12 getting at BLBG because they told me that</p> <p>13 the bonus structure was different at G&E and</p> <p>14 that they didn't pay bonuses like they paid</p> <p>15 at BLBG. So I was well aware. And that was</p> <p>16 a trade-off that I was fine to make because</p> <p>17 I thought I would be working less because I</p> <p>18 was not -- I didn't view myself as on a</p> <p>19 partnership track.</p> <p>20 Q. So you had experience from G&E,</p> <p>21 knowing that if you get a higher salary, you</p> <p>22 may get a lower bonus; isn't that right,</p> <p>23 that's what you knew from G&E, right?</p> <p>24 A. That was for an of counsel</p> <p>25 position. When you're a partner at G&E,</p> | <p style="text-align: right;">Page 172</p> <p>1 Miller</p> <p>2 question?</p> <p>3 Q. We can have it read back.</p> <p>4 (Record read.)</p> <p>5 A. Okay. I don't really understand</p> <p>6 your question because to me if you're a</p> <p>7 partner, you should have the terms of your</p> <p>8 partnership in writing. So that's the only</p> <p>9 way I can answer that question.</p> <p>10 Q. But you knew you had the title</p> <p>11 of partner without having a partnership</p> <p>12 agreement at Levi & Korsinsky; isn't that</p> <p>13 right?</p> <p>14 MR. MADUEGBUNA: Objection.</p> <p>15 A. That was exactly the problem,</p> <p>16 that Ed promoted me to partner, and said he</p> <p>17 would put the terms of my partnership</p> <p>18 agreement in writing, that I would be paid</p> <p>19 like Don and Nick. He even told me that he</p> <p>20 didn't let Nick starve when he wasn't</p> <p>21 meeting the terms of his partnership</p> <p>22 agreement. He didn't go into the specifics</p> <p>23 about how Nick didn't have any set</p> <p>24 threshold, but then when I spoke to</p> <p>25 Svetlana, she told me that Nick and Don</p> |
| <p style="text-align: right;">Page 171</p> <p>1 Miller</p> <p>2 it's a --</p> <p>3 Q. But when --</p> <p>4 A. -- lot of different than.</p> <p>5 Q. Well, but when you're a partner,</p> <p>6 you can be a partner that's an equity</p> <p>7 partner in some firms or you can be a person</p> <p>8 who has the title of partner; isn't that</p> <p>9 right?</p> <p>10 MR. MADUEGBUNA: Objection.</p> <p>11 Q. Isn't that right; there's a</p> <p>12 difference between a person who has a title</p> <p>13 of partner and a person who is a partner who</p> <p>14 has a partnership agreement and the</p> <p>15 partnership agreement says certain things</p> <p>16 about relations and economics?</p> <p>17 A. I've never worked with any firm</p> <p>18 that doesn't --</p> <p>19 MR. MADUEGBUNA: Note my</p> <p>20 objection.</p> <p>21 Let me object, Amy. Okay?</p> <p>22 THE WITNESS: I'm sorry.</p> <p>23 MR. MADUEGBUNA: Just pause a</p> <p>24 little bit.</p> <p>25 A. Okay. Can you repeat the</p> | <p style="text-align: right;">Page 173</p> <p>1 Miller</p> <p>2 didn't have any threshold to earn any</p> <p>3 commissions on their cases.</p> <p>4 Q. When did Nick start with the</p> <p>5 firm?</p> <p>6 A. I don't recall.</p> <p>7 Q. Do you know how much business he</p> <p>8 bought to the firm?</p> <p>9 A. I don't recall.</p> <p>10 Q. When did Don start with the</p> <p>11 firm?</p> <p>12 A. I believe Don started in 2011.</p> <p>13 Q. Do you know how much business he</p> <p>14 bought to the firm between 2011 and 2019?</p> <p>15 A. I don't know the specifics.</p> <p>16 Q. Do you know how profitable Don's</p> <p>17 business was between 2011 and 2019?</p> <p>18 MR. MADUEGBUNA: Objection.</p> <p>19 A. All I know is I was working on</p> <p>20 comparable cases and my cases were paying</p> <p>21 comparable fees.</p> <p>22 Q. And what did you see as of</p> <p>23 March 2019 that is your basis for making</p> <p>24 that claim?</p> <p>25 MR. MADUEGBUNA: Objection.</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 174</p> <p>1 Miller</p> <p>2 A. I don't remember specifics, but</p> <p>3 we all talked about what, you know,</p> <p>4 securities cases were paying. So that was</p> <p>5 the general topic. And everyone talked</p> <p>6 about what M&A cases were paying among the</p> <p>7 office. And everyone knew that the kind of</p> <p>8 cases that Don was bringing were not cases</p> <p>9 that were paying millions of dollars in</p> <p>10 fees.</p> <p>11 Q. What were the annual revenues of</p> <p>12 Levi & Korsinsky in 2016 through '19, every</p> <p>13 year?</p> <p>14 MR. MADUEGBUNA: Objection.</p> <p>15 A. I don't know. The only thing I</p> <p>16 know is Arthur told me that in 2017 I think</p> <p>17 L&K made over a \$9 million profit.</p> <p>18 Q. And what were the expenses of</p> <p>19 Levi & Korsinsky every year between 2016 and</p> <p>20 2019?</p> <p>21 MR. MADUEGBUNA: Objection.</p> <p>22 A. I was not specifically told that</p> <p>23 information.</p> <p>24 Q. So you don't know anything about</p> <p>25 the deal that Don had, do you?</p> | <p style="text-align: right;">Page 176</p> <p>1 Miller</p> <p>2 payroll. She was in charge of HR issues.</p> <p>3 She was in charge of the paralegals. It</p> <p>4 seemed like the only thing that Svetlana was</p> <p>5 not in charge of was the attorneys, except</p> <p>6 for pay and HR, you know, issues like that.</p> <p>7 But she wasn't like supervising attorneys.</p> <p>8 She might have been supervising paralegals</p> <p>9 and I think she was working on all like</p> <p>10 financial stuff for the firm.</p> <p>11 Q. And when you say paying the</p> <p>12 attorneys, it was the ministerial act of</p> <p>13 having it recorded for the payroll company;</p> <p>14 isn't that right?</p> <p>15 MR. MADUEGBUNA: Objection.</p> <p>16 A. I think she got like actual</p> <p>17 e-mails because she told me how to draft</p> <p>18 e-mails --</p> <p>19 THE WITNESS: Can you read back</p> <p>20 the question, please.</p> <p>21 (Record read.)</p> <p>22 A. I think it was more than that</p> <p>23 because she told me how to write specific</p> <p>24 letters when she was trying to help me, or</p> <p>25 e-mails when she was trying to help me get</p> |
| <p style="text-align: right;">Page 175</p> <p>1 Miller</p> <p>2 A. All I know is what Svetlana told</p> <p>3 me, and I've seen the document now that you</p> <p>4 all produced.</p> <p>5 Q. When did Svetlana start at the</p> <p>6 firm?</p> <p>7 A. Svetlana started a little bit</p> <p>8 before I did.</p> <p>9 Q. How much did she earn?</p> <p>10 A. I don't know. She didn't tell</p> <p>11 me.</p> <p>12 Q. And based on what you saw</p> <p>13 Svetlana doing, what kind of activity did</p> <p>14 she have?</p> <p>15 A. What do you mean?</p> <p>16 Q. Well, she was an office</p> <p>17 administrator, wasn't she?</p> <p>18 A. Yes.</p> <p>19 MR. MADUEGBUNA: Objection.</p> <p>20 Q. Thank you. So is it fair --</p> <p>21 A. I mean, what do you mean by --</p> <p>22 I mean, we haven't defined what "office</p> <p>23 administrator" means.</p> <p>24 Q. Well, I asked you --</p> <p>25 A. Svetlana was in charge of</p> | <p style="text-align: right;">Page 177</p> <p>1 Miller</p> <p>2 the commission, and she showed me how the</p> <p>3 other attorneys, like Don and Nick, had</p> <p>4 written their e-mails to get their</p> <p>5 commissions paid. So I think she was a</p> <p>6 little bit more involved than just, you</p> <p>7 know, recording things for the payroll.</p> <p>8 Q. So I take it from that you</p> <p>9 understand -- and incidentally, to whom were</p> <p>10 these e-mails directed, from Don and --</p> <p>11 A. What do you mean?</p> <p>12 Q. From Don and Nick?</p> <p>13 A. Svetlana and I think Ariel, the</p> <p>14 accounting person, was cc'd on them and they</p> <p>15 went to Joe and Ed, I believe.</p> <p>16 Q. Because Joe and Ed own the firm</p> <p>17 and they make the decisions, right?</p> <p>18 A. It was to inform them about the</p> <p>19 cases. I mean, I don't even know if they</p> <p>20 were really even keeping track of what Don</p> <p>21 and Nick were requesting because I saw</p> <p>22 e-mails or something in their production</p> <p>23 where I think Ed was saying I'm not even</p> <p>24 keeping track of what commissions are being</p> <p>25 paid, can somebody look into that. So I'm</p> |

45 (Pages 174 - 177)

| | |
|---|---|
| <p style="text-align: right;">Page 178</p> <p>1 Miller</p> <p>2 not sure they were really looking into and</p> <p>3 authorizing. I think they were just paying</p> <p>4 whatever the terms were that people were</p> <p>5 requesting. And I think even Nick was</p> <p>6 asking for advances, and he was getting</p> <p>7 advances when his cases weren't even paying.</p> <p>8 Q. Now, you're saying you've seen</p> <p>9 some things in discovery in this case, but</p> <p>10 you have a lawsuit that you filed and you</p> <p>11 understand the obligations to file in good</p> <p>12 faith?</p> <p>13 A. I absolutely filed in good</p> <p>14 faith.</p> <p>15 Q. So we're going to have to pay</p> <p>16 attention to that.</p> <p>17 But you don't -- the reality is</p> <p>18 you don't know anything about the deals that</p> <p>19 were made, whether it was in 2011 or some</p> <p>20 later date, with Don and Nick; isn't that</p> <p>21 right?</p> <p>22 A. I did not know the specifics.</p> <p>23 I only knew what Ed alluded to me when he</p> <p>24 was talking to me about putting the terms of</p> <p>25 my partnership agreement into writing, which</p> | <p style="text-align: right;">Page 180</p> <p>1 Miller</p> <p>2 And then when I went to approach</p> <p>3 him in May of 2018, after my cases were</p> <p>4 paying fees, he made discriminatory comments</p> <p>5 to me, asked me if my husband was in the</p> <p>6 room, and was putting it up to this, and</p> <p>7 then he started treating me differently.</p> <p>8 Q. So why then, if that's true, did</p> <p>9 you write on July 25th, 2018 to your brother</p> <p>10 Alan -- write -- why then did you write on</p> <p>11 July 25th, 2018 to your brother Alan that Ed</p> <p>12 made it very clear to you that you need your</p> <p>13 cases to bring in more money before you are</p> <p>14 going to get paid any bonus or commission,</p> <p>15 July 25, 2018?</p> <p>16 A. I don't remember exactly why I</p> <p>17 wrote that. I think I was -- you know, Ed</p> <p>18 was -- at that point I think he had talked</p> <p>19 to Joe and they had told me that my cases</p> <p>20 needed to make at least like 2.5 million.</p> <p>21 And that's why it was so critical, you know,</p> <p>22 to settle the Patriot National case in</p> <p>23 August because, you know, that would have</p> <p>24 put me over the threshold. And even if --</p> <p>25 because -- and would have entitled to me</p> |
| <p style="text-align: right;">Page 179</p> <p>1 Miller</p> <p>2 he never did.</p> <p>3 Q. And -- but Ed did level with</p> <p>4 you, and he said, let me make it clear to</p> <p>5 you, your cases have to bring in more money</p> <p>6 if you're going get paid any bonus or</p> <p>7 commission, didn't he tell you that?</p> <p>8 A. No.</p> <p>9 MR. MADUEGBUNA: Objection.</p> <p>10 A. Ed told me --</p> <p>11 Q. Well, then why -- go ahead. Go</p> <p>12 ahead.</p> <p>13 A. He told me at the 2017 meeting</p> <p>14 in December that as soon as my cases paid</p> <p>15 money, that means bringing in fees, he said</p> <p>16 nothing about needing P&Ls or anything</p> <p>17 during the 2017 meeting. He said that we</p> <p>18 could put the terms in my partnership --</p> <p>19 into writing. And I specifically asked him,</p> <p>20 does that mean I'm going to have to wait</p> <p>21 until the end of the year to get paid or</p> <p>22 will I get specific bonuses based on my</p> <p>23 cases paying money, and he told me I would</p> <p>24 get specific bonuses just like Don and Nick</p> <p>25 got on theirs.</p> | <p style="text-align: right;">Page 181</p> <p>1 Miller</p> <p>2 money even under those terms, and that's</p> <p>3 what -- exactly why I think Ed sabotaged the</p> <p>4 deal because I was reaching the point</p> <p>5 where -- you know, the level that he had</p> <p>6 said that I had to meet, and so that is why</p> <p>7 he sabotaged it.</p> <p>8 Q. I've heard you ascribe a motive</p> <p>9 to Ed. I've heard you talk about sabotage.</p> <p>10 Let me -- a motive and I've heard you talk</p> <p>11 about sabotage. So let's talk about that</p> <p>12 for a little bit.</p> <p>13 Did Ed ever promise to give you</p> <p>14 a hundred percent of the fee?</p> <p>15 A. Of the Patriot National fee?</p> <p>16 Q. Yes.</p> <p>17 A. No. Why would he promise me a</p> <p>18 hundred percent of the fee?</p> <p>19 Q. What percent do you think you</p> <p>20 would have gotten?</p> <p>21 A. I don't know because I asked for</p> <p>22 15 percent, so I was hoping I would get</p> <p>23 something around 15 percent of whatever fee</p> <p>24 came in.</p> <p>25 Q. That's a number you just made up</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 190</p> <p>1 Miller</p> <p>2 into Cohen Milstein to improve their</p> <p>3 derivative practice. They primarily focus</p> <p>4 on securities cases, but they -- the</p> <p>5 practice leader, Julie, has forayed into</p> <p>6 some derivative lawsuits. She's been</p> <p>7 spectacular, so, you know, I think they're</p> <p>8 starting to make a name for themselves. You</p> <p>9 know, Julie has had some settlements with</p> <p>10 like Google for 300 million. She settled</p> <p>11 Wynn for 90 million. So, yeah, we have</p> <p>12 really good derivative cases now going on at</p> <p>13 Cohen Milstein.</p> <p>14 Q. And if there was any reason why</p> <p>15 the Amalgamated case could not go to Cohen</p> <p>16 Milstein, is it fair to say that you had an</p> <p>17 arrangement with Mark that you tried to get</p> <p>18 it over to BLBG?</p> <p>19 A. Well, L&K wasn't going to be</p> <p>20 representing Amalgamated without me being</p> <p>21 there. The client had made clear to me</p> <p>22 that, you know, she wasn't comfortable with</p> <p>23 L&K and she really wanted me to take the</p> <p>24 case, because I was the one who was running</p> <p>25 the case once I got fired. And, you know,</p> | <p style="text-align: right;">Page 192</p> <p>1 Miller</p> <p>2 to do that. And then after I filed my</p> <p>3 lawsuit and the case settled, and I thought</p> <p>4 I was going to get paid by Mark, he said,</p> <p>5 nope, I'm not paying you anything because</p> <p>6 you're in litigation with Ed and I think Ed</p> <p>7 might sue me if I pay you something.</p> <p>8 Q. So tell me about this deal with</p> <p>9 Mark. He -- what -- for what activity did</p> <p>10 you think he would be paying you?</p> <p>11 A. I thought he would be paying me</p> <p>12 for my work that I had already put in on my</p> <p>13 time, but he thought it would be extra</p> <p>14 helpful to have me look at the time records</p> <p>15 that L&K was submitting after I left,</p> <p>16 because I knew they were accurate before I</p> <p>17 left because I was the one in charge of the</p> <p>18 time and I was constantly telling Ed like,</p> <p>19 you know, you didn't actually bill time on</p> <p>20 this day, so I'm taking it out.</p> <p>21 Q. So let me understand that. Do</p> <p>22 you know how much time that -- so this is</p> <p>23 the time up until March 28, 2019 that Mark</p> <p>24 was going to pay you for; is that right?</p> <p>25 A. Yes. And I think I had -- well,</p> |
| <p style="text-align: right;">Page 191</p> <p>1 Miller</p> <p>2 you have -- Amalgamated has to be approved,</p> <p>3 it has to be on this approved list before it</p> <p>4 can use counsel. So obviously Cohen</p> <p>5 Milstein was on their approved list, but</p> <p>6 there was a conflict. So if there hadn't</p> <p>7 been a conflict, then I would have taken the</p> <p>8 McKesson case on behalf of Amalgamated to</p> <p>9 Cohen Milstein. But because there was a</p> <p>10 conflict that arose, she had a preexisting</p> <p>11 relationship with Mark and G&E, and they</p> <p>12 were also in the case already, so it made</p> <p>13 sense to, you know, transfer it to Mark, you</p> <p>14 know, who they were comfortable with him</p> <p>15 being counsel for them.</p> <p>16 Q. And you were comfortable with</p> <p>17 that as well, weren't you?</p> <p>18 A. Well, Mark told me that he was</p> <p>19 going to pay me for my time as a referral</p> <p>20 and he specifically, you know, wanted me to</p> <p>21 help look at the time records that L&K was</p> <p>22 going to submit after I left because L&K has</p> <p>23 a reputation for padding their time records,</p> <p>24 and Mark is always talking about it to</p> <p>25 everyone. So he told me that he was going</p> | <p style="text-align: right;">Page 193</p> <p>1 Miller</p> <p>2 I looked at what was submitted to the Court</p> <p>3 and if it's accurate on my time, which I</p> <p>4 don't even know anymore, I would have to</p> <p>5 look at the time records and see if any were</p> <p>6 made up. It said I had over \$500,000 in</p> <p>7 lodestar in time.</p> <p>8 Q. So are you saying you expected</p> <p>9 to receive from Mark \$500,000?</p> <p>10 A. I expected to receive six</p> <p>11 figures. We talked about him giving me</p> <p>12 something that was in the six figure range.</p> <p>13 We didn't get into any more specifics.</p> <p>14 Q. Why not?</p> <p>15 A. Because there wasn't a</p> <p>16 settlement yet.</p> <p>17 Q. No, but it was your time. So</p> <p>18 you're saying it's at least a hundred</p> <p>19 thousand. It may be as much as a half a</p> <p>20 million; is that right?</p> <p>21 A. Um-hum.</p> <p>22 Q. Yes?</p> <p>23 A. Yes, that is correct.</p> <p>24 Q. So and this is for your time</p> <p>25 worked up until March 28, 2019; is that</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 198</p> <p>1 Miller</p> <p>2 representation of McKesson for whom there</p> <p>3 was a Cohen Milstein conflict? Did you have</p> <p>4 any discussion with Cohen Milstein about</p> <p>5 that ethical and perhaps illegal</p> <p>6 consideration?</p> <p>7 A. I don't understand your</p> <p>8 question.</p> <p>9 Q. Well, we know you had a duty of</p> <p>10 loyalty up until March 28, 2019 to Levi &</p> <p>11 Korsinsky. You were delayed from a May</p> <p>12 start at Cohen Milstein until a July start</p> <p>13 at Cohen Milstein because of a conflict</p> <p>14 concerning McKesson; isn't that right?</p> <p>15 A. Yes. I had to get a waiver from</p> <p>16 McKesson.</p> <p>17 Q. Did the waiver say anything</p> <p>18 about, oh, by the way, I am going to be paid</p> <p>19 somewhere between a hundred thousand dollars</p> <p>20 and half a million dollars for time I worked</p> <p>21 when I was an employee owing a duty to Levi</p> <p>22 & Korsinsky, and I'm going to get that money</p> <p>23 while I'm employed by Cohen Milstein for</p> <p>24 whom there was a waiver --</p> <p>25 A. I think you're mixing stuff up.</p> | <p style="text-align: right;">Page 200</p> <p>1 Miller</p> <p>2 A. Do you have a specific document</p> <p>3 that you want to put in front of me?</p> <p>4 Q. Do you remember writing to</p> <p>5 anybody that -- about Mark being very</p> <p>6 appreciative about receiving the McKesson</p> <p>7 case and saying that he would make very sure</p> <p>8 that you got paid directly for your time on</p> <p>9 the case, which is pretty much what your</p> <p>10 testimony up until now has been?</p> <p>11 MR. MADUEGBUNA: Objection.</p> <p>12 A. Well, he used that as a time --</p> <p>13 he used that as a reference, so that's how I</p> <p>14 was referring to it. But it was like the</p> <p>15 referral fee that we were actually, you</p> <p>16 know, trying to get some compensation for</p> <p>17 that; although, Mark did say he would be</p> <p>18 more than happy to pay me instead of L&K</p> <p>19 because he really does not like L&K.</p> <p>20 Q. And you were annoyed when Mark</p> <p>21 refused to pay you, weren't you?</p> <p>22 A. Oh, I was really mad, because I</p> <p>23 felt like Mark went back on the deal, but</p> <p>24 that wasn't surprising because that's, you</p> <p>25 know, consistent with Mark.</p> |
| <p style="text-align: right;">Page 199</p> <p>1 Miller</p> <p>2 Like, I wasn't trying to get McKesson --</p> <p>3 Q. Mixing what up?</p> <p>4 A. Well, let me explain what I</p> <p>5 think you're mixing up. Like Mark was using</p> <p>6 how much time I had put into the case as a</p> <p>7 point of reference because he absolutely did</p> <p>8 not want to pay me like 10 percent or even</p> <p>9 5 percent for a referral fee for Amalgamated</p> <p>10 because that probably would have been, you</p> <p>11 know, millions of dollars. So I think, you</p> <p>12 know, you're trying to confuse things here.</p> <p>13 I was trying to get a referral</p> <p>14 fee for handing over the client and getting</p> <p>15 paid for that. I was not specifically</p> <p>16 looking to get paid on my L&K time. That</p> <p>17 was just something that Mark used as a</p> <p>18 reference.</p> <p>19 Q. That was your testimony, and we</p> <p>20 will -- but we all know what the record will</p> <p>21 say.</p> <p>22 In fact, what you said isn't</p> <p>23 true, is it, what you just said?</p> <p>24 A. It's how I remember it.</p> <p>25 Q. Well, that's now.</p> | <p style="text-align: right;">Page 201</p> <p>1 Miller</p> <p>2 Q. Is the deal in writing?</p> <p>3 A. No. Mark refused to put</p> <p>4 anything in writing because he didn't want</p> <p>5 it to be discoverable for Ed.</p> <p>6 Q. And what about the idea that he</p> <p>7 didn't want it to be discoverable by an</p> <p>8 ethics committee?</p> <p>9 MR. MADUEGBUNA: Objection.</p> <p>10 A. I don't think that had anything</p> <p>11 to do with it. He just was talking about</p> <p>12 Ed. We thought everything that we were</p> <p>13 doing was completely ethical.</p> <p>14 Q. So when you were making this</p> <p>15 deal, did you do anything to look at the</p> <p>16 ethics of being paid for time that you</p> <p>17 worked at Levi & Korsinsky?</p> <p>18 A. I wasn't getting paid for my</p> <p>19 time. I had nothing in writing. Like it</p> <p>20 was just like talk with Mark that he would</p> <p>21 pay me something if Amalgamated went over</p> <p>22 there. We talked about how much time I had</p> <p>23 put in there because, you know, Mark would</p> <p>24 think like, oh, if I pay her a couple</p> <p>25 thousand instead of that million or two that</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 202</p> <p>1 Miller</p> <p>2 she is looking for for her referral fee; you</p> <p>3 know, Mark was trying to be cheap.</p> <p>4 Q. Well, let's be clear: You were</p> <p>5 getting 50 percent more working for Levi &</p> <p>6 Korsinsky than you got when you went to</p> <p>7 Cohen Milstein. Your total pay in 2020 was</p> <p>8 what, 193,000, less than 200,000; is that</p> <p>9 right, at Cohen Milstein?</p> <p>10 MR. MADUEGBUNA: Objection.</p> <p>11 A. Yes, because the firm didn't</p> <p>12 have a -- Cohen Milstein didn't have a good</p> <p>13 year, so I didn't get the six figure bonus</p> <p>14 that, you know, is -- what is usually paid</p> <p>15 to of counsel.</p> <p>16 Q. Yes. And they took 3 percent</p> <p>17 off the top, instead of giving you 200,000,</p> <p>18 they gave 193?</p> <p>19 A. I don't think that's true.</p> <p>20 Q. That's what your W-2 shows?</p> <p>21 A. I have no idea why that is. I</p> <p>22 don't think they gyped me.</p> <p>23 Q. Okay. So you -- so the point</p> <p>24 is: You were getting \$300,000 or so at Levi</p> <p>25 & Korsinsky to work on the McKesson and</p> | <p style="text-align: right;">Page 204</p> <p>1 Miller</p> <p>2 A. I was told by Svetlana that they</p> <p>3 did not, and their offer letters or their</p> <p>4 terms of their partnership agreement do not</p> <p>5 refer to any threshold.</p> <p>6 Q. Do you know if Mr. Levi and</p> <p>7 Mr. Korsinsky calculated what they would</p> <p>8 receive based on their hitting a threshold?</p> <p>9 MR. MADUEGBUNA: Objection.</p> <p>10 A. I don't know. All I know is</p> <p>11 that Ed told me when Nick wasn't meeting the</p> <p>12 terms of his partnership agreement he,</p> <p>13 quote, didn't let Nick starve.</p> <p>14 Q. And how long had Nick been at</p> <p>15 the firm?</p> <p>16 A. He didn't go into specifics.</p> <p>17 Q. How much money had Nick</p> <p>18 generated for the firm for all the years he</p> <p>19 had been at the firm?</p> <p>20 A. Ed and Joe never shared that</p> <p>21 information with me. If they had shared</p> <p>22 that information with me, then we could have</p> <p>23 had a discussion about specifics like this.</p> <p>24 But they had decided that my request was so</p> <p>25 offensive and that they were just going to</p> |
| <p style="text-align: right;">Page 203</p> <p>1 Miller</p> <p>2 other cases and you got that \$300,000,</p> <p>3 right?</p> <p>4 MR. MADUEGBUNA: Objection.</p> <p>5 A. I was working without a contract</p> <p>6 after I was promoted to partner and I was</p> <p>7 told that my partnership terms would be put</p> <p>8 into writing, that I would be paid like Don</p> <p>9 and Nick. Svetlana told me that they had no</p> <p>10 threshold, even though then Ed then told me</p> <p>11 that there would be a \$2.5 million</p> <p>12 threshold, and then he sabotaged me when it</p> <p>13 looked like I would be able to settle the</p> <p>14 Patriot National case with the client's</p> <p>15 authority and bring in a fee that would put</p> <p>16 me over that threshold. And then they fired</p> <p>17 me before I could bring in any other cases</p> <p>18 that would make fees.</p> <p>19 So I wasn't in a great position</p> <p>20 when I accepted the offer at Cohen Milstein.</p> <p>21 I had been fired. I was going to</p> <p>22 unemployment. I had to take a job.</p> <p>23 Q. So let's -- you said a lot of</p> <p>24 things. Do you know if Don and Nick had a</p> <p>25 threshold?</p> | <p style="text-align: right;">Page 205</p> <p>1 Miller</p> <p>2 fire me. And it seemed like gender</p> <p>3 discrimination to me after the comments that</p> <p>4 Ed made to me when I was requesting this</p> <p>5 about my husband being in the room and</p> <p>6 whether I needed him to negotiate for me.</p> <p>7 Q. But you weren't fired for</p> <p>8 another ten months, were you?</p> <p>9 MR. MADUEGBUNA: Objection.</p> <p>10 A. Because I was such a great --</p> <p>11 THE WITNESS: Sorry.</p> <p>12 A. Because I was such a great</p> <p>13 performer, and they were using me. And they</p> <p>14 lined me up and they used me to do arguments</p> <p>15 in March, and then they fired me right</p> <p>16 before all of my cases could have the</p> <p>17 potential to settle, so then they didn't</p> <p>18 have to have any more discussions with me.</p> <p>19 Because by the end of the summer they told</p> <p>20 me that they didn't want to have any</p> <p>21 discussions with me, that I should just</p> <p>22 focus on my cases.</p> <p>23 Q. So also given where you had</p> <p>24 \$500,000 of time, you think, in the McKesson</p> <p>25 case, why -- what was left in the case for</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 222</p> <p>1 Miller</p> <p>2 working on in 2011, not running a</p> <p>3 derivatives department.</p> <p>4 Q. And it's fair to say you don't</p> <p>5 know what Shannon's threshold is; is that</p> <p>6 right?</p> <p>7 MR. MADUEGBUNA: Objection.</p> <p>8 A. I don't know if Shannon has a</p> <p>9 threshold.</p> <p>10 Q. And you have no idea what her</p> <p>11 profitability is; is that right?</p> <p>12 MR. MADUEGBUNA: Objection.</p> <p>13 A. Nobody ever shared that</p> <p>14 information specifically with me.</p> <p>15 Q. And you mentioned also that --</p> <p>16 again, about your husband's interest in how</p> <p>17 much you earned. In fact, Joe, your</p> <p>18 husband, didn't like that you'd accepted the</p> <p>19 Cohen Milstein offer when you accepted it;</p> <p>20 isn't that right?</p> <p>21 MR. MADUEGBUNA: Objection.</p> <p>22 A. I mean, it was a big pay cut,</p> <p>23 and I had another job offer that wasn't</p> <p>24 formalized where I had -- when it looked</p> <p>25 like the waiver wasn't going to come through</p> | <p style="text-align: right;">Page 224</p> <p>1 Miller</p> <p>2 Milstein was going to be better for me in</p> <p>3 the long run and I would, you know, be able</p> <p>4 to make a lot of money there. And I think I</p> <p>5 will be making a lot of money there, much</p> <p>6 more potentially than I'm going to be --</p> <p>7 would have made at L&K.</p> <p>8 Q. And also let's be realistic, at</p> <p>9 Levi & Korsinsky you were allowed to work at</p> <p>10 home a ton of time. Even though your</p> <p>11 husband is a stay-at-home father and your</p> <p>12 kids go to Poly nearby --</p> <p>13 MR. MADUEGBUNA: Objection.</p> <p>14 Q. -- you were able to work from</p> <p>15 home a ton of time, weren't you?</p> <p>16 MR. MADUEGBUNA: Objection.</p> <p>17 A. Well, that was one of the issues</p> <p>18 that I discussed with Ed when I was</p> <p>19 interviewing about work-life balance and</p> <p>20 whether I would be able to work from home</p> <p>21 when I wanted to, and Ed told me he didn't</p> <p>22 care where I was working as long as the work</p> <p>23 got done. So I was a professional, and when</p> <p>24 I felt like I needed to be home, or if it</p> <p>25 was easier for me to do work at home, I</p> |
| <p style="text-align: right;">Page 223</p> <p>1 Miller</p> <p>2 for McKesson and I was getting extremely</p> <p>3 desperate and it was very, very emotionally</p> <p>4 distressing, I reached out to Steve Singer</p> <p>5 at Saxena White, because he had approached</p> <p>6 me when I first started working at L&K to</p> <p>7 join Saxena White.</p> <p>8 And Saxena White wanted to hire</p> <p>9 me as their director of corporate</p> <p>10 governance. They were going to pay me</p> <p>11 \$285,000, but I didn't want -- and my</p> <p>12 husband agreed. We didn't want me to take</p> <p>13 that higher paying job because it was in</p> <p>14 Westchester, and it was important to me that</p> <p>15 I could have work-life balance, and Steve</p> <p>16 said that I would have to be in Westchester</p> <p>17 four times a week, you know, because</p> <p>18 everyone was commuting to be with him</p> <p>19 because he lived up in Westchester. And I</p> <p>20 had also worked with Steve before when I was</p> <p>21 at BLBG, and he did not have the best</p> <p>22 reputation, despite him telling me that he</p> <p>23 had changed his behavior.</p> <p>24 So, you know, I had a higher</p> <p>25 offer, but it -- to me I thought Cohen</p> | <p style="text-align: right;">Page 225</p> <p>1 Miller</p> <p>2 would work from home. I would always get my</p> <p>3 work done.</p> <p>4 And it wasn't a problem at all</p> <p>5 until I asked to be paid just like Don and</p> <p>6 Nick and put my partnership terms in writing</p> <p>7 in May 2018. Then everything changed and</p> <p>8 people started commenting about me working</p> <p>9 from home. Specifically, you know, Joe made</p> <p>10 comments about that in my December 2018</p> <p>11 review, which were unwarranted.</p> <p>12 You know, I always got my work</p> <p>13 done. So I billed much more than the</p> <p>14 160 hours that was required a month by L&K.</p> <p>15 They shouldn't have had any complaints, and</p> <p>16 they certainly didn't have any complaints</p> <p>17 about other males working from home. Mike</p> <p>18 Rosner, he was a partner in the New York</p> <p>19 office, he never worked in his office. And</p> <p>20 people just laughed about it. Like Joe and</p> <p>21 Ed were like, oh, he'll come in when he</p> <p>22 comes in. He might be working at that</p> <p>23 Starbucks down the street, because his</p> <p>24 office was like so disgusting. Like I think</p> <p>25 he really couldn't work in it, because after</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 226</p> <p>1 Miller</p> <p>2 he left, it took days to clean it out and it</p> <p>3 was just really disgusting from what I saw,</p> <p>4 but --</p> <p>5 Q. You were --</p> <p>6 A. -- you know, and he also -- yes.</p> <p>7 Q. You wrote to Liz Nickless that</p> <p>8 you were working from home a ton of time</p> <p>9 with these wonderful guys who you were</p> <p>10 working for; isn't that right?</p> <p>11 MR. MADUEGBUNA: Objection.</p> <p>12 A. What date was that?</p> <p>13 Q. I'm sorry?</p> <p>14 A. Can you tell me the date? Would</p> <p>15 you like to put that document in front of</p> <p>16 me?</p> <p>17 Q. Well, do you remember ever</p> <p>18 saying it to Liz Nickless?</p> <p>19 A. I'm sure I said it to a lot of</p> <p>20 my friends, because before I asked to get</p> <p>21 paid equally to Don and Nick and put my</p> <p>22 partnership terms in writing, I was very</p> <p>23 happy. I was telling everyone how much I</p> <p>24 loved L&K.</p> <p>25 Q. And did you ever make a proposal</p> | <p style="text-align: right;">Page 228</p> <p>1 Miller</p> <p>2 THE VIDEOGRAPHER: The time is</p> <p>3 currently 3:42 p.m., and we are going</p> <p>4 off the record.</p> <p>5 (Recess.)</p> <p>6 THE VIDEOGRAPHER: The time is</p> <p>7 currently 4:06 p.m. and we are back on</p> <p>8 the record.</p> <p>9 Q. Ms. Miller, as a practicing</p> <p>10 attorney you're familiar with principles of</p> <p>11 document preservation; aren't you?</p> <p>12 A. Generally.</p> <p>13 Q. Well, what do you mean by that?</p> <p>14 A. I'm generally aware that if</p> <p>15 somebody asserts litigation, then you have a</p> <p>16 duty to preserve those documents, the</p> <p>17 person, like the defendant.</p> <p>18 Q. And you're aware that that duty</p> <p>19 applies to you as well in this litigation,</p> <p>20 aren't you?</p> <p>21 A. I don't know if I'm specifically</p> <p>22 aware of that, but, you know, you could put</p> <p>23 the rule in front of me to refresh my</p> <p>24 recollection.</p> <p>25 Q. So putting aside that you're an</p> |
| <p style="text-align: right;">Page 227</p> <p>1 Miller</p> <p>2 of new terms for your employment after May</p> <p>3 of 2018 in the same way you sent the</p> <p>4 proposals saying in 2016 here's the way I</p> <p>5 want to be compensated?</p> <p>6 A. I was --</p> <p>7 MR. MADUEGBUNA: Objection.</p> <p>8 THE WITNESS: Sorry.</p> <p>9 MR. MADUEGBUNA: You can answer.</p> <p>10 Go ahead.</p> <p>11 A. I was specifically asked to send</p> <p>12 that document that I put together in 2016 by</p> <p>13 Svetlana, and that's why I wrote it out. I</p> <p>14 was never asked to put terms of a</p> <p>15 partnership proposal into writing and send</p> <p>16 it to them. In fact, I gave them a hard</p> <p>17 copy document, and Ed said he had to talk to</p> <p>18 Joe about P&L, then he never got back to me</p> <p>19 about P&L. He never had any discussions</p> <p>20 about the proposal. I wasn't expecting them</p> <p>21 to say yes. I was expecting us to have a</p> <p>22 discussion, and that discussion never</p> <p>23 happened.</p> <p>24 MR. ROBERTS: Sure. We can take</p> <p>25 a break now.</p> | <p style="text-align: right;">Page 229</p> <p>1 Miller</p> <p>2 attorney, as a client have you never been</p> <p>3 informed that in this case you have a</p> <p>4 document preservation obligation?</p> <p>5 MR. MADUEGBUNA: Objection as to</p> <p>6 the extent that this calls for any,</p> <p>7 you know, attorney-client</p> <p>8 communications.</p> <p>9 If you can answer that without</p> <p>10 revealing any confidences, please do</p> <p>11 so.</p> <p>12 MR. ROBERTS: I don't think</p> <p>13 there's anything about a privilege.</p> <p>14 But go ahead.</p> <p>15 MR. MADUEGBUNA: You're asking</p> <p>16 her what anybody has told her what her</p> <p>17 duties or obligations are as a client.</p> <p>18 That's attorney-client communication.</p> <p>19 Q. Are you --</p> <p>20 A. I don't think I can answer that</p> <p>21 without revealing attorney-client privilege.</p> <p>22 Q. Okay. Are you aware of any</p> <p>23 obligation you have to not only preserve</p> <p>24 documents, but be sure that they aren't</p> <p>25 altered in any way by addition or deletion?</p> |

| | |
|--|---|
| <p style="text-align: right;">Page 270</p> <p>1 Miller</p> <p>2 A. Not specifically, but it's there</p> <p>3 in writing.</p> <p>4 Q. And Joe is your husband, right?</p> <p>5 A. Joe is -- my husband is named</p> <p>6 Joe.</p> <p>7 Q. And that's the Joe you were</p> <p>8 referring to when you write to Liz on</p> <p>9 June 8th, 2019, right?</p> <p>10 MR. MADUEGBUNA: Objection.</p> <p>11 (Record read.)</p> <p>12 A. I believe so, but I don't see</p> <p>13 the document and I would like to see the</p> <p>14 document.</p> <p>15 Q. Well, we're having trouble</p> <p>16 uploading documents and I don't want to</p> <p>17 waste time, but we'll try to get it for you.</p> <p>18 Now, you also certified to a</p> <p>19 prospective employer about the reason -- the</p> <p>20 full and complete reason for your employment</p> <p>21 termination, didn't you?</p> <p>22 A. I don't --</p> <p>23 MR. MADUEGBUNA: Objection.</p> <p>24 THE WITNESS: Sorry.</p> <p>25 A. I don't know what you're</p> | <p style="text-align: right;">Page 272</p> <p>1 Miller</p> <p>2 finding one."</p> <p>3 Do you remember writing that as</p> <p>4 your lateral candidate due diligence</p> <p>5 questionnaire answer --</p> <p>6 MR. MADUEGBUNA: Objection.</p> <p>7 Q. -- for Riley Safer?</p> <p>8 MR. MADUEGBUNA: Objection.</p> <p>9 You can answer.</p> <p>10 A. I don't specifically recall</p> <p>11 writing that, but that is consistent with</p> <p>12 what Ed told me as the reasons that he was</p> <p>13 firing me when he fired me, so I was just</p> <p>14 stating what Ed had told me.</p> <p>15 Q. Well, but that's -- but you have</p> <p>16 to look at the question, and let's look at</p> <p>17 it.</p> <p>18 A. Well, I can't see it. It would</p> <p>19 be really a lot helpful. I know you're</p> <p>20 having technical difficulties, but it's</p> <p>21 really unfair to me to not be able to see</p> <p>22 the documents. As somebody who's been --</p> <p>23 you know, done a lot of depositions, I always give</p> <p>24 the client, you know, the person who's being</p> <p>25 deposed, a copy of the document.</p> |
| <p style="text-align: right;">Page 271</p> <p>1 Miller</p> <p>2 referring to.</p> <p>3 Q. Well, do you remember filling</p> <p>4 out for Riley Safer Holmes & Cancila a</p> <p>5 lateral candidate due diligence</p> <p>6 questionnaire?</p> <p>7 A. Not specifically, but maybe I</p> <p>8 filled it out. Can you tell me the date?</p> <p>9 Q. It looks like it was March 31,</p> <p>10 2019.</p> <p>11 A. Okay. I would like to see the</p> <p>12 document.</p> <p>13 Q. And this is a document we</p> <p>14 received from you in your production, and</p> <p>15 the question is: Have you ever been</p> <p>16 explicitly or implicitly -- ever been</p> <p>17 explicitly or implicitly to leave a</p> <p>18 partnership or legal or non-legal employer?</p> <p>19 It's not a well written question, but that's</p> <p>20 what it says. And it says, If so, provide</p> <p>21 details. And here is your written response.</p> <p>22 "Yes," is the answer, comma, "Ed Korsinsky</p> <p>23 requested that I leave L&K on 3/28/19</p> <p>24 because he believed I was looking for</p> <p>25 another job and should focus my efforts on</p> | <p style="text-align: right;">Page 273</p> <p>1 Miller</p> <p>2 (Defendants' Exhibit 14, nine</p> <p>3 pages, Riley Safer Holmes & Cancila</p> <p>4 LLP Lateral Candidate Due Diligence</p> <p>5 Questionnaire, dated 3/31/2019, Bates</p> <p>6 stamp PLF ESI 0001401 to '1409, marked</p> <p>7 for identification, as of this date.)</p> <p>8 Q. Now, the question is on page 4.</p> <p>9 This isn't me asking the question, this is</p> <p>10 Riley Safer asking you in their due</p> <p>11 diligence questionnaire a question. So why</p> <p>12 don't you read the question out loud.</p> <p>13 A. Okay. "Have you ever been</p> <p>14 explicitly or implicitly to leave a</p> <p>15 partnership or legal or non-legal employer?</p> <p>16 If so, provide full details."</p> <p>17 "Yes, Ed Korsinsky requested</p> <p>18 that I leave L&K on 3/28/19 because he</p> <p>19 believed that I was looking for another job</p> <p>20 and should focus my efforts on finding one."</p> <p>21 I believe that is consistent with what Ed</p> <p>22 said to me, and I think that answers the</p> <p>23 question.</p> <p>24 Q. Now, you were asked -- you</p> <p>25 weren't asked in this question what you</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 282</p> <p>1 Miller</p> <p>2 I know how to do a substitution of counsel</p> <p>3 and that Amalgamated wanted to substitute</p> <p>4 counsel as soon I was fired. But, you know,</p> <p>5 I didn't have a job, so I had to go get one.</p> <p>6 Q. And -- and when the Amalgamated</p> <p>7 case did transfer, you weren't the lawyer on</p> <p>8 the case, were you?</p> <p>9 A. We've already been over this. I</p> <p>10 could not take the case to Cohen Milstein</p> <p>11 because there was a conflict.</p> <p>12 Q. Good. Okay. Thank you very</p> <p>13 much.</p> <p>14 And you understood that Levi &</p> <p>15 Korsinsky and the clients had a right and a</p> <p>16 responsibility to protect confidential</p> <p>17 client information, right?</p> <p>18 MR. MADUEGBUNA: Objection.</p> <p>19 A. Yeah.</p> <p>20 Q. That's a yes, right?</p> <p>21 A. Yes.</p> <p>22 Q. And you understand that that's a</p> <p>23 professional and ethical responsibility of</p> <p>24 lawyers to protect client confidential</p> <p>25 information, right?</p> | <p style="text-align: right;">Page 284</p> <p>1 Miller</p> <p>2 say hello to people who you worked with.</p> <p>3 Q. Okay. But in general you do</p> <p>4 understand and accept that information could</p> <p>5 not be removed from Levi & Korsinsky's</p> <p>6 premises if it pertained to clients, right?</p> <p>7 A. If it was confidential client</p> <p>8 information, yeah. I mean, if it pertained</p> <p>9 to a case, absolutely. I didn't take</p> <p>10 anything that pertained to a case with me.</p> <p>11 Q. And the same thing holds for the</p> <p>12 fact that you couldn't remove things</p> <p>13 concerning clients or their affairs from the</p> <p>14 Levi & Korsinsky systems; isn't that right?</p> <p>15 MR. MADUEGBUNA: Hold on.</p> <p>16 Objection.</p> <p>17 A. Yes.</p> <p>18 Q. And you understood that that's</p> <p>19 not only a professional and ethical</p> <p>20 responsibility, but it's also consistent</p> <p>21 with the acknowledgment you signed of Levi &</p> <p>22 Korsinsky's e-mail, Internet and voice-mail</p> <p>23 policy; isn't that right?</p> <p>24 MR. MADUEGBUNA: Objection.</p> <p>25 A. I don't remember specifically.</p> |
| <p style="text-align: right;">Page 283</p> <p>1 Miller</p> <p>2 MR. MADUEGBUNA: Objection as to</p> <p>3 form.</p> <p>4 A. Yes. I feel like we've already</p> <p>5 been over this too.</p> <p>6 Q. Okay. And you understood that</p> <p>7 client information couldn't be removed by</p> <p>8 you from Levi & Korsinsky once your</p> <p>9 employment ended; didn't you?</p> <p>10 A. I'm not sure what you mean by</p> <p>11 "client information."</p> <p>12 Q. Why not?</p> <p>13 A. Well, I mean, I think there's a</p> <p>14 difference between like e-mails and things</p> <p>15 like that and the confidential client</p> <p>16 information.</p> <p>17 Q. You tell me what you think the</p> <p>18 distinction is between those two things.</p> <p>19 A. I think you're not allowed to</p> <p>20 take like confidential like work product and</p> <p>21 things like that. I don't think there's any</p> <p>22 problem if you write down somebody's name</p> <p>23 and phone number, so if you want to call</p> <p>24 them in the future and say, hey, I'm at this</p> <p>25 firm, you know, you have that information to</p> | <p style="text-align: right;">Page 285</p> <p>1 Miller</p> <p>2 If you want to show me the document, you</p> <p>3 can.</p> <p>4 Q. And while that's happening,</p> <p>5 understanding all of that, you took Levi &</p> <p>6 Korsinsky client documents, didn't you,</p> <p>7 after you knew your employment was</p> <p>8 terminated?</p> <p>9 A. No, I'm not aware of any Levi &</p> <p>10 Korsinsky confidential client documents that</p> <p>11 I took. If you want to give me an example,</p> <p>12 I'd like to know.</p> <p>13 Q. Let's try it this way: How much</p> <p>14 time did you spend on the evening of</p> <p>15 March 28, 2019 taking -- sending documents</p> <p>16 to your personal e-mail account?</p> <p>17 A. Yeah. I sent a lot of documents</p> <p>18 to my personal e-mail account because I</p> <p>19 thought I had a gender discrimination</p> <p>20 lawsuit against Ed and Joe. So the only</p> <p>21 documents that I was forwarding to myself</p> <p>22 were documents that I thought would support</p> <p>23 my lawsuit.</p> <p>24 Q. So you're saying that what you</p> <p>25 thought you had about a gender</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 286</p> <p>1 Miller</p> <p>2 discrimination lawsuit mattered more to you</p> <p>3 than your ethical responsibilities, your</p> <p>4 professional responsibilities and your</p> <p>5 commitment by way of a certification that</p> <p>6 you would not take certain documents,</p> <p>7 so you're -- is that what you're saying? Is</p> <p>8 that what you're saying?</p> <p>9 MR. MADUEGBUNA: Objection.</p> <p>10 A. I did not take any documents</p> <p>11 that were client confidential documents. I</p> <p>12 took, you know, charts that I had created</p> <p>13 showing how I had put together, you know, my</p> <p>14 docket and how much things were worth. I</p> <p>15 took e-mails where my cocounsel were</p> <p>16 complimenting me on the great jobs I was</p> <p>17 doing. You know, I wasn't sure that a</p> <p>18 severance agreement was going to work out</p> <p>19 with Ed and Joe based on our prior dealings</p> <p>20 where things hadn't worked out, so I was</p> <p>21 getting ready to potentially sue them.</p> <p>22 I had told Debbie the full truth</p> <p>23 about how I had been treated at the end of</p> <p>24 January. She thought it was horrible, and</p> <p>25 she had given me the name of a</p> | <p style="text-align: right;">Page 288</p> <p>1 Miller</p> <p>2 your husband and how you lived, but also in</p> <p>3 the real estate, and that he did weigh in,</p> <p>4 and even weighed in on Cohen Milstein, about</p> <p>5 whether or not your compensation was</p> <p>6 appropriate. Did you tell her that?</p> <p>7 MR. MADUEGBUNA: Objection.</p> <p>8 Q. Did you tell Debbie that?</p> <p>9 A. No, I didn't go into the</p> <p>10 personal discussions that I have with my</p> <p>11 husband about how I'll be paid. I mean, I</p> <p>12 would expect all husbands and wives to talk</p> <p>13 about those issues, and my husband and I had</p> <p>14 some disagreements on those issues.</p> <p>15 Q. How did you select the documents</p> <p>16 that you were going to remove from Levi &</p> <p>17 Korsinsky's files and send to yourself?</p> <p>18 A. As I told you, I picked</p> <p>19 documents that I thought would support my</p> <p>20 gender discrimination claims, so they were</p> <p>21 basically looking at all of my work product</p> <p>22 and the value of my cases and the way</p> <p>23 that -- yeah.</p> <p>24 Q. Your work product. What does</p> <p>25 that mean?</p> |
| <p style="text-align: right;">Page 287</p> <p>1 Miller</p> <p>2 discrimination lawyer who, you know, I put</p> <p>3 off calling until after I was fired.</p> <p>4 But, you know, everyone who I</p> <p>5 told the truth about what specifically</p> <p>6 happened to me and how Ed made comments to</p> <p>7 me when I asked to get paid about whether my</p> <p>8 husband was in the room and whether he</p> <p>9 wanted to negotiate and how Joe said no,</p> <p>10 Shannon never would have said that because</p> <p>11 she knows her place. You know, I told her</p> <p>12 about that, and she thought it was horrible.</p> <p>13 And she, you know, was</p> <p>14 completely supportive of me leaving L&K</p> <p>15 after I told her that information and</p> <p>16 provided me with the name of an attorney,</p> <p>17 because she told me that there were a lot of</p> <p>18 bad employment attorneys out there and you</p> <p>19 had to make sure you got a good one.</p> <p>20 Q. And did you tell Debbie that</p> <p>21 your husband Joe was a very active and</p> <p>22 prominent presence in your affairs with Levi</p> <p>23 & Korsinsky because he wasn't a salary or</p> <p>24 wage earner, and because you were investing</p> <p>25 your income not only in your children and</p> | <p style="text-align: right;">Page 289</p> <p>1 Miller</p> <p>2 A. Like I told you, examples of</p> <p>3 people complimenting my work.</p> <p>4 Q. What about -- and the work that</p> <p>5 you did and the conversations that you had</p> <p>6 and the representation you supplied in your</p> <p>7 professional capacity, confidentially on</p> <p>8 behalf of clients, right?</p> <p>9 MR. MADUEGBUNA: Objection.</p> <p>10 A. No.</p> <p>11 Q. How many pages did you send to</p> <p>12 yourself?</p> <p>13 A. I have no idea.</p> <p>14 Q. How much time did you devote to</p> <p>15 doing it?</p> <p>16 A. What?</p> <p>17 Q. How much time did you spend</p> <p>18 doing it?</p> <p>19 A. It was like a couple of hours</p> <p>20 maybe.</p> <p>21 Q. And what files, what sort of --</p> <p>22 what sort of files did you access to make</p> <p>23 your selections?</p> <p>24 A. I don't think I accessed</p> <p>25 anything except for e-mails, because I was</p> |

| | |
|---|--|
| <p style="text-align: right;">Page 290</p> <p>1 Miller</p> <p>2 mainly looking for e-mails that had all of</p> <p>3 my charts and all of the status reports and</p> <p>4 things that I had sent to Ed and Joe,</p> <p>5 especially because they had documentation</p> <p>6 about how I had asked for commissions to be</p> <p>7 paid once my cases started paying fees.</p> <p>8 Q. So tell me something: What's a</p> <p>9 status report?</p> <p>10 A. A status report?</p> <p>11 Q. Yeah. You said you took status</p> <p>12 reports. What's a status report?</p> <p>13 A. That was like the work that I</p> <p>14 was doing that had no confidential client</p> <p>15 information.</p> <p>16 Q. Tell me -- no. Tell me what the</p> <p>17 contents of your status reports were.</p> <p>18 A. They were work that I was</p> <p>19 working on.</p> <p>20 Q. And what did you say about the</p> <p>21 work you were doing, or the things you were</p> <p>22 working on? What --</p> <p>23 (Record read.)</p> <p>24 THE WITNESS: I think that's</p> <p>25 correct.</p> | <p style="text-align: right;">Page 292</p> <p>1 Miller</p> <p>2 wrong?</p> <p>3 MR. MADUEGBUNA: Objection.</p> <p>4 A. I don't think what I was doing</p> <p>5 was wrong. I think I was preserving</p> <p>6 evidence for a lawsuit that I was entitled</p> <p>7 to bring.</p> <p>8 Q. Well, you've been around for a</p> <p>9 long time. Have you ever said to an</p> <p>10 adversary or written even to a party and</p> <p>11 said you have a preservation obligation that</p> <p>12 you must abide by? Have you ever done that?</p> <p>13 MR. MADUEGBUNA: Objection.</p> <p>14 A. I can't remember specifically</p> <p>15 doing that, but maybe.</p> <p>16 Q. Well, in your practice -- and I</p> <p>17 know it didn't happen in this case from your</p> <p>18 prior testimony, but are you aware that law</p> <p>19 firms issue documents or -- either law firms</p> <p>20 do it or clients themselves do it -- impose</p> <p>21 preservation responsibilities?</p> <p>22 A. I'm aware that when a lawsuit</p> <p>23 has been filed, generally, you know, a memo</p> <p>24 goes out or something like preserve these</p> <p>25 documents.</p> |
| <p style="text-align: right;">Page 291</p> <p>1 Miller</p> <p>2 Q. The work you were working on as</p> <p>3 an attorney employed by Levi & Korsinsky to</p> <p>4 represent Levi & Korsinsky clients; is that</p> <p>5 right?</p> <p>6 A. I mean, we can look at a status</p> <p>7 report. Why don't we look at a status</p> <p>8 report and you can try to like, you know,</p> <p>9 categorize it. I mean, why don't you pull</p> <p>10 it up? I've tried to describe what's in</p> <p>11 there. I think you can look at the document</p> <p>12 and see what's in there.</p> <p>13 Q. Before you removed any of these</p> <p>14 documents and sent them to yourself, did you</p> <p>15 do anything to review bar, ethical or</p> <p>16 disciplinary rules before you sent these</p> <p>17 things to yourself?</p> <p>18 MR. MADUEGBUNA: Objection.</p> <p>19 A. No.</p> <p>20 Q. And, by the way, you knew that</p> <p>21 once your employment ended you didn't have</p> <p>22 any right to even access this information,</p> <p>23 because you were no longer someone with</p> <p>24 employee status with the firm; isn't that</p> <p>25 right? You knew what you were doing was</p> | <p style="text-align: right;">Page 293</p> <p>1 Miller</p> <p>2 Q. And, in fact, are you aware</p> <p>3 whether your current law firm gave that same</p> <p>4 preservation notice to Mr. Levi and</p> <p>5 Mr. Korsinsky and the firm?</p> <p>6 A. What?</p> <p>7 MR. MADUEGBUNA: Objection.</p> <p>8 Q. Do you know if anything was ever</p> <p>9 written by the law firm that's currently</p> <p>10 representing you to indicate that there is</p> <p>11 a -- that there's an expectation that</p> <p>12 documents will be preserved?</p> <p>13 A. Well, I think you're asking me</p> <p>14 this again, and I am not going to testify to</p> <p>15 what my attorneys told me.</p> <p>16 Q. I didn't ask you that, but</p> <p>17 that's okay.</p> <p>18 MR. MADUEGBUNA: Objection. It</p> <p>19 sounds like what you were asking,</p> <p>20 Mr. Roberts.</p> <p>21 Q. Instead of writing to Mr. Levi</p> <p>22 and Korsinsky and saying to them on the</p> <p>23 evening of March 28, 2019 I expect you to</p> <p>24 preserve all these documents because I may</p> <p>25 have a gender discrimination case against</p> |

| | |
|---|---|
| <p style="text-align: right;">Page 294</p> <p>1 Miller</p> <p>2 you, you did something else; isn't that</p> <p>3 right?</p> <p>4 MR. MADUEGBUNA: Objection.</p> <p>5 A. Yes, I forwarded documents to</p> <p>6 myself, yes, to preserve them so I made sure</p> <p>7 that I had them. And I think that was</p> <p>8 actually very helpful, because when you all</p> <p>9 produced documents originally, you had</p> <p>10 inappropriate redactions on those documents.</p> <p>11 Q. So you had a choice. You could</p> <p>12 write a one- or two-sentence letter to Ed</p> <p>13 and Joe saying preserve my documents because</p> <p>14 I may have a claim against you. But instead</p> <p>15 of doing that you spent at least a couple of</p> <p>16 hours going into the Levi & Korsinsky</p> <p>17 system, for which you had no authority to</p> <p>18 have access, and you took documents that</p> <p>19 you, as I understand your testimony, thought</p> <p>20 would be helpful to your gender</p> <p>21 discrimination case; is that correct? Is</p> <p>22 that what you're saying?</p> <p>23 MR. MADUEGBUNA: Objection.</p> <p>24 A. Sorry, can you read that back?</p> <p>25 (Record read.)</p> | <p style="text-align: right;">Page 296</p> <p>1 Miller</p> <p>2 was having discussions with continuously was</p> <p>3 Debbie at Amalgamated, because she really</p> <p>4 wanted the case to go wherever I landed</p> <p>5 after I got fired.</p> <p>6 Q. Yes, but you've testified it was</p> <p>7 months later before she gave any</p> <p>8 authorization, and the authorization didn't</p> <p>9 go to you, it went to BLBG and it went to</p> <p>10 G&E, right?</p> <p>11 A. Yes. And I've also testified</p> <p>12 how it took months to get a waiver from</p> <p>13 McKesson, and during that time period I was</p> <p>14 interviewing at other firms because I had</p> <p>15 obligations to do so with the employment</p> <p>16 office. And, you know, so Debbie -- I mean,</p> <p>17 I assume, I was told that L&K continued</p> <p>18 representing Debbie and that Will even went</p> <p>19 to the mediation in April. And then after</p> <p>20 that the co-leads told them that they</p> <p>21 couldn't send anybody anymore.</p> <p>22 Q. Exactly. That's my point.</p> <p>23 Thank you for making it.</p> <p>24 A. Yes, because they didn't feel</p> <p>25 that L&K was adding any value.</p> |
| <p style="text-align: right;">Page 295</p> <p>1 Miller</p> <p>2 A. Okay. Well, you asked me if I</p> <p>3 had a choice. I don't think I had a choice</p> <p>4 to write Ed and Joe that I was going to like</p> <p>5 preserve the documents, I'm going to assert</p> <p>6 a gender discrimination case against you. I</p> <p>7 mean, I was trying to also work out a</p> <p>8 severance agreement. They told me that they</p> <p>9 were going to provide me with a severance</p> <p>10 agreement, so this was like insurance for if</p> <p>11 the severance agreement didn't work out.</p> <p>12 Q. And in addition to not</p> <p>13 consulting or conferring -- or referring to</p> <p>14 any ethical or disciplinary rules, what did</p> <p>15 you do to get client permission to access</p> <p>16 these documents and transfer them to your</p> <p>17 personal -- personal control?</p> <p>18 MR. MADUEGBUNA: Okay.</p> <p>19 Objection.</p> <p>20 Q. What, if anything, did you do</p> <p>21 to reach out to clients about that?</p> <p>22 MR. MADUEGBUNA: Objection.</p> <p>23 A. I don't recall taking any client</p> <p>24 information that I would need to reach out</p> <p>25 to clients. I mean, the only client who I</p> | <p style="text-align: right;">Page 297</p> <p>1 Miller</p> <p>2 Q. But they were counsel of record</p> <p>3 and the only authorized custodian and party</p> <p>4 to access client information at Levi &</p> <p>5 Korsinsky; isn't that right?</p> <p>6 A. That's true.</p> <p>7 MR. MADUEGBUNA: Objection.</p> <p>8 A. But they weren't co-lead counsel</p> <p>9 in the case. So whether they were allowed</p> <p>10 to come to the mediation or not was being</p> <p>11 decided by the co-leads in that case.</p> <p>12 Q. Now, since you took these</p> <p>13 documents that you spent at least a couple</p> <p>14 of hours downloading, transferring, where</p> <p>15 have you -- where have they been placed?</p> <p>16 Where are they?</p> <p>17 A. What do you mean?</p> <p>18 Q. Well, you sent these documents</p> <p>19 to yourself; is that right?</p> <p>20 A. So they went to my e-mail.</p> <p>21 Q. And what have you done to secure</p> <p>22 these documents since they went to your</p> <p>23 e-mail?</p> <p>24 A. My e-mail is protected by a</p> <p>25 password.</p> |

75 (Pages 294 - 297)

| | |
|---|---|
| <p style="text-align: right;">Page 298</p> <p>1 Miller</p> <p>2 MR. MADUEGBUNA: Objection.</p> <p>3 Q. That's all?</p> <p>4 A. I mean, these documents, to my</p> <p>5 knowledge, don't include any confidential</p> <p>6 client information. They were documents</p> <p>7 that I wanted to have to support my gender</p> <p>8 discrimination lawsuit, so yeah, I think</p> <p>9 they're safe in my e-mail.</p> <p>10 Q. Now, in your complaint, which</p> <p>11 runs for a very long time, how many of these</p> <p>12 documents do you refer to in your complaint?</p> <p>13 MR. MADUEGBUNA: Objection.</p> <p>14 A. I can't recall. I mean, I'm not</p> <p>15 sure what you mean. Like, I'd have to look</p> <p>16 at my complaint, and I don't recall anything</p> <p>17 being referred to specifically, but I don't</p> <p>18 know, you know, what you're talking about</p> <p>19 really.</p> <p>20 Q. So you have 166 paragraphs in</p> <p>21 your complaint.</p> <p>22 A. Um-hum.</p> <p>23 Q. Are you saying that none of</p> <p>24 those hundred and 66 paragraphs relate to</p> <p>25 the documents you spent more than two hours,</p> | <p style="text-align: right;">Page 300</p> <p>1 Miller</p> <p>2 disclose to them that I took it. I don't</p> <p>3 understand. I took some e-mail addresses</p> <p>4 and some phone numbers, and if I decided</p> <p>5 that I wanted to e-mail them or reconnect</p> <p>6 after I landed at my new job, then I</p> <p>7 connected.</p> <p>8 Q. So it's your testimony that</p> <p>9 you -- nothing you took has anything to do</p> <p>10 with a client matter, it's e-mail addresses</p> <p>11 and it's contact information and it's --</p> <p>12 but there's no -- nothing about the</p> <p>13 representation and the rights of a client in</p> <p>14 anything you transferred to yourself from</p> <p>15 the Levi & Korsinsky system on March 28,</p> <p>16 2019; is that the testimony you're giving</p> <p>17 under oath now?</p> <p>18 MR. MADUEGBUNA: Objection.</p> <p>19 A. My testimony is I don't recall</p> <p>20 there being anything confidential about a</p> <p>21 case, about a client that I took. And I</p> <p>22 certainly didn't take it for any purpose</p> <p>23 other than pursuing gender discrimination</p> <p>24 claims against L&K.</p> <p>25 Q. But don't you think there is a</p> |
| <p style="text-align: right;">Page 299</p> <p>1 Miller</p> <p>2 according to your testimony, taking from the</p> <p>3 Levi & Korsinsky systems on March 28, 2019</p> <p>4 after your employment was ended?</p> <p>5 MR. MADUEGBUNA: Objection.</p> <p>6 A. Well, I thought you asked me if</p> <p>7 I referenced any of those documents in the</p> <p>8 complaint; was that not your question?</p> <p>9 Q. That is my question.</p> <p>10 A. Because now -- I did not -- I</p> <p>11 don't think I specifically referenced, but</p> <p>12 all of those documents, you know, support</p> <p>13 claims in my complaint.</p> <p>14 Q. Now, apart from not asking for</p> <p>15 permission from clients, what, if anything,</p> <p>16 did you do after you took these things to</p> <p>17 notify clients, whose names or information</p> <p>18 appears in what you took -- to notify those</p> <p>19 clients that you have that information</p> <p>20 somewhere on your iPhone secured by nothing</p> <p>21 more than a password?</p> <p>22 MR. MADUEGBUNA: Objection.</p> <p>23 A. I don't have -- I don't know</p> <p>24 what you're talking about. I didn't take</p> <p>25 any client information that I would have to</p> | <p style="text-align: right;">Page 301</p> <p>1 Miller</p> <p>2 superior purpose, like ethical</p> <p>3 considerations, disciplinary rules</p> <p>4 protecting the integrity of client</p> <p>5 information, fulfilling your obligation as a</p> <p>6 professional attorney to your employer, your</p> <p>7 former employer that is a law firm, in its</p> <p>8 own right responsible for protecting client</p> <p>9 information?</p> <p>10 MR. MADUEGBUNA: Objection.</p> <p>11 A. I feel like you keep on asking</p> <p>12 the same question over and over again, and</p> <p>13 I've already answered this. I -- you know,</p> <p>14 if you have something specific that you</p> <p>15 think that I took that I shouldn't have</p> <p>16 taken, please show it to me and then I can</p> <p>17 explain whatever it is. But sitting here</p> <p>18 right now, I don't know what you're talking</p> <p>19 about, and it just seems like you're trying</p> <p>20 to trap me.</p> <p>21 Q. What did you do to say to either</p> <p>22 Ed Korsinsky or Joe Levi, I entered the</p> <p>23 system last night and for more than two</p> <p>24 hours I looked at documents, and some of</p> <p>25 those documents that I looked at -- several</p> |

| | |
|--|--|
| <p style="text-align: right;">Page 302</p> <p>1 Miller</p> <p>2 of those documents and maybe hundreds of</p> <p>3 those documents I transferred to my personal</p> <p>4 e-mail; what did you do to tell them that?</p> <p>5 MR. MADUEGBUNA: Objection.</p> <p>6 Counsel, you know, I've given you a</p> <p>7 lot of leeway, you know, and you keep</p> <p>8 to continue going south. It's not my</p> <p>9 role to stop you from asking</p> <p>10 questions, but you're asking the same</p> <p>11 questions over and over and over again</p> <p>12 and you're just complaining about</p> <p>13 wasting time. So let's move on.</p> <p>14 MR. ROBERTS: This question has</p> <p>15 not been asked before. My question is</p> <p>16 different from anything asked before.</p> <p>17 MR. MADUEGBUNA: What's</p> <p>18 different? You're harassing. This is</p> <p>19 now harassment and badgering, and</p> <p>20 under the rules I can speak too and --</p> <p>21 stop, stop for one second.</p> <p>22 Q. What did you do --</p> <p>23 MR. MADUEGBUNA: Mr. Roberts,</p> <p>24 stop. You've got to stop and listen</p> <p>25 to me. You cannot keep doing this.</p> | <p style="text-align: right;">Page 304</p> <p>1 Miller</p> <p>2 MR. ROBERTS: It's not been</p> <p>3 answered. It has not been answered.</p> <p>4 MR. MADUEGBUNA: It has.</p> <p>5 Q. What did you do to notify them</p> <p>6 after the fact, after the fact, what did you</p> <p>7 do to notify them that you had done this?</p> <p>8 MR. MADUEGBUNA: Note my</p> <p>9 objection.</p> <p>10 You can answer the question.</p> <p>11 A. I did not notify them.</p> <p>12 Q. Now, since you've had these</p> <p>13 documents, how many -- which of those</p> <p>14 documents have you sent anywhere other than</p> <p>15 the place where you sent them on March 28,</p> <p>16 2019, any of the documents?</p> <p>17 A. Only to my attorneys.</p> <p>18 MR. MADUEGBUNA: Objection.</p> <p>19 THE WITNESS: Sorry.</p> <p>20 A. Only to my attorneys and my -- I</p> <p>21 think I'm allowed to say that.</p> <p>22 Q. We will take a look at</p> <p>23 Exhibit 15.</p> <p>24 MR. CLARK: Yes.</p> <p>25 (Defendants' Exhibit 15, one</p> |
| <p style="text-align: right;">Page 303</p> <p>1 Miller</p> <p>2 When one lawyer is speaking, you</p> <p>3 listen. You don't just ignore me and</p> <p>4 keep talking.</p> <p>5 Under the rules you cannot</p> <p>6 harass a witness. You've asked this</p> <p>7 question for the past, what,</p> <p>8 25 minutes, over and over in every</p> <p>9 shape or form, and I've allowed you to</p> <p>10 do that. At some point it has to come</p> <p>11 to an end. So I'm going to allow a</p> <p>12 little bit of a leeway, and that's it.</p> <p>13 So, please.</p> <p>14 Q. What did you do to notify Joe</p> <p>15 and Ed that you, after knowing you were</p> <p>16 fired, you -- you entered the Levi &</p> <p>17 Korsinsky electronic system, looked at</p> <p>18 documents, made selections among those</p> <p>19 documents and transferred those Levi &</p> <p>20 Korsinsky documents to your personal e-mail?</p> <p>21 MR. MADUEGBUNA: Objection.</p> <p>22 Q. What did you do --</p> <p>23 MR. MADUEGBUNA: Objection,</p> <p>24 asked and answered in multiple</p> <p>25 different ways.</p> | <p style="text-align: right;">Page 305</p> <p>1 Miller</p> <p>2 page, Levi & Korsinsky Acknowledgment</p> <p>3 of E-mail/Internet/Voice-Mail Policy,</p> <p>4 dated July 2014, signed 8/15/2016,</p> <p>5 Bates stamp L&K 000006, marked for</p> <p>6 identification, as of this date.)</p> <p>7 Q. Do you recognize this document?</p> <p>8 A. Vaguely.</p> <p>9 Q. I'm sorry?</p> <p>10 A. I said, "vaguely."</p> <p>11 Q. Okay. Do you recognize your</p> <p>12 signature in two places?</p> <p>13 A. I see my signature under my</p> <p>14 name --</p> <p>15 MR. MADUEGBUNA: Objection.</p> <p>16 A. -- yes.</p> <p>17 Q. And it's your handwriting for</p> <p>18 both your name and your signature; is that</p> <p>19 right?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. So let's look at your</p> <p>22 complaint, or the allegations of your</p> <p>23 complaint. To the extent you're complaining</p> <p>24 about compensation, I think we've</p> <p>25 established, but I just want to confirm, you</p> |

77 (Pages 302 - 305)

Page 314

1 Miller

2 I don't think it really matters if you say

3 bonus or commission. Like I was calling

4 what I thought I should get from L&K a

5 bonus, and Svetlana told me, no, I should

6 call it a commission. So I'm trying -- you

7 know, I think of commission and bonus as the

8 same term.

9 Q. In your complaint you asked for

10 certain damages and you've articulated your

11 damages in a number of ways; sometimes you

12 say you want 15 percent of the fees on cases

13 you lined up for settlement. Do you

14 remember saying that in your pilot

15 discovery -- pilot discovery protocols and

16 interrogatories?

17 A. No. I -- if you want to show me

18 the document, please show me the document.

19 I don't just remember what are in these

20 documents that are 25, 30, 50 pages long.

21 Q. In your responses to

22 interrogatories you say you want between

23 1.234 million and 2.008 million representing

24 15 percent of fees on plaintiffs' cases

25 lined up for lucrative settlements that L&K

Page 315

1 Miller

2 did not pay; do you remember saying that?

3 A. No. If you want to show me the

4 document, perhaps I'll remember.

5 Q. Well, when you had to respond to

6 the interrogatories, which you verified, on

7 what basis did you -- on what basis did you

8 do those calculations?

9 A. I did those calculations based

10 on probably using the charts that I had

11 created because they gave me a general

12 guideline as to how I was thinking. And

13 then I -- some of them I did additional

14 research and found information that was

15 public related to it and made estimates

16 based on that. And others I made estimates

17 based on my best estimate.

18 Q. So 15 percent of fees is what

19 you're asking for?

20 A. Yes.

21 Q. Is that right?

22 A. I believe so. I mean, if you

23 want to show me the document, I could

24 confirm what you're trying to say, but, you

25 know.

Page 316

1 Miller

2 Q. Do you know anybody at Levi &

3 Korsinsky who gets 15 percent of fees

4 without regard to threshold, without regard

5 to profitability; do you know anybody who

6 gets that?

7 MR. MADUEGBUNA: Objection.

8 A. What everyone disclosed and what

9 people got was not disclosed to me.

10 Svetlana helped me put together that

11 proposal. That was a proposal. I didn't

12 expect Ed and Joe to say yes. I expected

13 that there was going to be a negotiation

14 related to the proposal that I presented,

15 but Joe told me that -- I mean, Ed told me

16 that he had to go talk to Joe about P&L, and

17 then later they threw out that, you know,

18 they hadn't gotten back to me on the P&L

19 numbers, but Ed said something about, you

20 know, how you had to have enough money, I

21 think he might have said, the \$2.5 million

22 threshold, which was consistent with that

23 offer letter, but nobody had any specific

24 discussions with me. Instead of giving me

25 P&L numbers and coming back and actually

Page 317

1 Miller

2 putting the terms of my partnership

3 agreement in writing, I was told that they

4 weren't going to do that and that I should

5 just focus on my work. And that probably --

6 that occurred several months later. So I

7 was waiting, you know, for them to come back

8 to me and negotiate this. And I was very

9 disappointed when they told me that, you

10 know, they weren't even going to talk to me

11 about this after Ed had promised that we

12 were going to put the terms of my

13 partnership agreement into writing once my

14 cases started paying money in 2018. And I

15 remember specifically asking him about that

16 because it was important to me that I didn't

17 have to wait until the end of the year to

18 get a year-end bonus, that I would start

19 getting that money right away.

20 I'm not even sure if I expected

21 to get a year-end bonus if I had been paid

22 commissions, you know.

23 Q. So setting aside that you filed

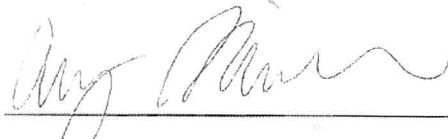
24 your complaint in February of 2020, less

25 than three months ago on November 2, 2021,

Errata Sheet for Amy Miller's January 24, 2022 Deposition


- 36:11: change "fraught" to "brought"
- 38:7: change "derivatives" to "derivative"
- 43:6: insert "board" before "and"
- 43:7: insert "board" before "to"
- 63:5: change "Kelley" to "Lebovitch"
- 78:2: insert "&A" before "cases"
- 83:9: change "deserve" to "deserved"
- 89:20: change "their" to "our"
- 112:22: change "that" to "things"
- 115:10: delete "as"
- 117:23: change "Matt" to "Max"
- 118:3: change "meeting" to "mediation"
- 123:17: change "expected" to "expect"
- 127:10: change "say" to "later"
- 137:19: add "in" after "partnership" and change "write" to "writing"
- 141:11: change "you" to "L&K"
- 142:15: delete "me" and add "a business plan" after "up"
- 142:24: add "to a defense firm" after "go"
- 144:8: change "coast" to "country"
- 144:10-11: delete "spending out with my family"
- 148:12: change "discussing" to "discussions"
- 149:16: change "interest" to "interests"

- 152:8: change "them" to "him"
- 158:12: change "always" to "also"
- 159:20: change "on" to "of"
- 162:15: change "week" to "year"
- 177:13: change "Ariel" to "Yariela"
- 179:18: change "could" to "would" and change "in" to "of"
- 185:19: change "Eileen" to "Aielleen"
- 186:24: add "assistant" before "general"
- 191:2: delete "be" and change "approved" to "approve"
- 191:3: change first "it" to "a firm" and change second "it" to "Amalgamated"
- 210:6: change "thing" to "settlement"
- 241:10: add "building" before "my"
- 244:15: change "There" to "It"
- 245:15: change "went" to "wanted"
- 260:2: add "not" before "honest"
- 267:19: change "McIntosh" to "Macintosh"
- 272:12: change "reasons" to "reason"
- 296:15: change "employment" to "unemployment"
- 311:2-3: change "I'm going to comply" to "Cohen Milstein complies"
- 311:18: change "dollars" to "dollar"
- 311:21: change "come" to "came"
- 313:10: delete "is"
- 313:11: change "paid" to "pays" and add "then" after "I"
- 326:20: change "don't" to "didn't"



Amy Miller

Subscribed and sworn to before me
this 15th day of April, 2022



Notary Public

SAMUEL O. MADUEGBUNA
Notary Public, State of New York
Reg. No. 02MA50471194
Qualified in Westchester County
Commission Expires October 25, 2025